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## ***Section 6 – Procurement***

### **I. Small and Minority Contractors**

Positive efforts shall be made by each subgrantee to utilize small and minority-owned business sources of supplies and services. An effort must be made to reach small and minority-owned businesses at the standard bid time through notification of the bid solicitation, as well as by contacting people who can provide information on small, minority and woman-owned businesses (see *Competitive Procurement Standards, Part V*). Steps the subgrantee must take to solicit small and minority Contractors include, but are not limited to, the following. The subgrantee must (1) make a good-faith effort to solicit bids from all interested and eligible suppliers and (2) shall advertise formal bids in major area news media, including at least one newspaper circulated daily in the area, and one daily newspaper in a major metropolitan center near the subgrantee.

### **II. Procurement of Building Insulation Products Containing Recovered Materials**

(Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976)

A subgrantee using federal WAP funds must put into effect affirmative procurement programs to procure items made from the highest percentage of recovered materials practicable, considering competition, availability, technical performance and cost, if procurement contracts for such items exceed \$10,000. In addition, EPA guidelines effective February 17, 1990, specify insulation products purchased in bulk lots exceeding \$10,000 must meet the intent of this Act. (See *Competitive Procurement Standards, Part V*.)

### **III. Procurement, Management, Leasing and Disposal of Non-Expendable Property**

**Purpose:** This section is to inform Missouri Weatherization subgrantees of the procedures that must be followed in the procurement, management and disposal of vehicles and equipment. Specific requirements are described below.

#### **A. Procurement**

All Agencies seeking to purchase weatherization equipment or vehicles over \$5,000 in value must receive prior written approval for the purchase by providing DNR/EC with a purchase justification for each request. NOTE: All vehicle purchases, even if purchase price is below \$5,000, require both DOE and DNR/EC approval before the vehicle may be purchased. The purchase justification should be submitted on the, “*Vehicle/Equipment Purchase, Lease Request*” form. All portions of this form are to be completed. Any additional supporting information should also be submitted at the time the request is made. This purchase request form must also be submitted if an Agency wishes to purchase a surplus vehicle or equipment from another Agency at a cost of \$5,000 or more. Only under special circumstances, and with DNR/EC’s prior approval, shall Agencies purchase used vehicles or equipment at a cost of more than \$5,000.

Subgrantees must comply with all requirements specified in 10 CFR Parts 440 and 600, Department of Energy Financial Assistance Rules, as amended (or, as appropriate, A-102), and the requirements specified in the Scope of Services and the Missouri Weatherization Program Competitive Procurement Standards. All vehicles/equipment must be purchased no later than 60 days prior to the close of the program year.

## **B. Property Management**

Subgrantees must complete and submit to the Missouri Weatherization Program on December 1 of each year the Vehicle and Equipment Inventory Report.

The approval process may be expedited by completing the Vehicle/ Equipment Purchase Request identifying, at this time, vehicles or equipment the Agency anticipates purchasing during the upcoming year.

The subgrantee will comply with all procedures specified in 10 CFR Parts 440 and 600, Financial Assistance Rules, as amended.

Sufficient insurance must be provided for all non-expendable property.

## **C. Leasing**

Agencies leasing Equipment/Vehicles from leasing companies or the Weatherization Program leasing vehicles from Agencies must comply with the following requirements:

The subgrantee must itemize the cost of leasing in the grant application and submit justification for the lease of vehicles or equipment. The method of lease should be outlined in the justification and on the Vehicle/Equipment Purchase/Lease Request (i.e., whether the Agency plans to use a leasing company/dealership or the Agency is leasing to the Weatherization Program). The form should be submitted with the grant application for approval at that time.

The subgrantee must choose the method with the lowest cost to the program (i.e., leasing company/dealership or Agency lease to program).

Justification for the lease should contain at least three telephone or informal bids from leasing companies/dealerships. A written comparison justifying the cost-effectiveness of lease vs. purchase must be submitted to DNR/EC. The vehicle/equipment to be leased must be of the same quality as the vehicle/equipment purchase specification. The leasing of equipment must be as an alternative to reduction of support costs. The Vehicle/Equipment Purchase, Lease Request form must be filled out completely. All documentation must be submitted to DNR/EC for prior approval.

Agencies are allowed to request authorization for lease from July 1 through March 1. Any request after that date may not be processed.

## D. Property Disposition

Subgrantees must complete and submit the Surplus/Salvage Equipment Report to the Missouri Weatherization Program on June 1 and December 1 of each program year. Subgrantees will utilize the Surplus/Salvage Equipment Report to document items they wish to dispose of or retain. All items listed for disposition must be processed in the appropriate manner for disposal.

**Equipment/vehicle with fair-market value of less than \$5,000:** The item may be retained, sold or otherwise disposed of without prior DNR/EC approval. The U.S. DOE Program shall have the right to an amount calculated by multiplying the current fair-market value or proceeds from sale by the program's share of the equipment/vehicle's original purchase cost (10 CFR 600.134 g). The subgrantee will notify DNR/EC after the sale of the equipment by submitting an Equipment/Vehicle Disposal Report. This procedure also will allow DNR/EC to update inventory records.

**Equipment/vehicle with fair-market value of \$5,000 or more:** Subgrantees must receive prior written approval from DNR/EC for disposal of vehicles/equipment with a current fair-market value of \$5,000 or more. The U.S. DOE Program shall have the right to an amount calculated by multiplying the current fair-market value or proceeds from sale by the program's share of the equipment/vehicle's original purchase cost (10 CFR 600.134 g).

**All requests for disposal must include the following information:** (1) item identification/description including model name and year; (2) item serial or VIN number; (3) acquisition date; (4) present condition and mileage; (5) purchase price; (6) current fair-market value; (7) program(s) that own the item; (8) if the item is to be replaced and (9) photograph, only on recently damaged vehicles.

Subgrantees will announce surplus equipment as available to all weatherization subgrantees under competitive bid. If no subgrantee expresses interest in the property, the subgrantee may dispose of the property through open, competitive bidding.

Subgrantees will have 90 days from the date of the Approval letter to dispose of the equipment/vehicles. The subgrantee will notify DNR/EC after the sale of the equipment by submitting an Equipment/Vehicle Disposal Report. All proceeds from sales must be returned to the funding source under which the property was purchased. The funds returned will be used to reduce net program support expenditures in the current program year and will be documented as such in the Agency audit. Effort should be made to expend them by the completion of the program. Subgrantees must comply with all procedures specified in 10 CFR Part 600, Department of Energy Financial Assistance Rules, as amended, the requirements specified in the DNR Terms and Conditions; and the Missouri Weatherization Program's Competitive Procurement Standards.

## **IV. Management of Weatherization Materials and Contracted Service**

**Purpose:** The purpose of this section is to inform Missouri Weatherization subgrantees of procedures that must be followed in the management of weatherization materials. Specific requirements are described below.

### **A. Procurement**

Subgrantees must comply with all requirements specified in 10 CFR Parts 60 and 440, Department of Energy Financial Assistance Rules as amended, and the requirements specified in the DNR Terms and Conditions, Missouri Weatherization Program Competitive Procurement Standards.

### **B. Selection**

For materials and contracted service, only the lowest bid may be accepted (See *Competitive Procurement Standards, Part V*).

For material items, if the lowest bid is not accepted and the total cost of the items is less than \$10,000, then documentation must be maintained in the files to explain the reason the low bid was not accepted. If the total cost of the items is more than \$10,000, then the bid must be approved by DNR/EC.

For contracted service, the low bid must be accepted unless approved by DNR/EC in writing.

### **C. Management**

Full accountability for all materials purchased is required.

Inventory is an asset, not an expenditure.

All materials not on a completed home are a part of inventory. This includes materials: (1) in the warehouse(s); (2) on vehicles; (3) on or at partially completed homes or (4) on homes not reported in current or past months.

The inventory system must have a record that details the movement of material through the various stages of its handling. The record system shall be considered a part of the books of record for accounting and audit purposes.

The chart of accounts in the books of record must contain provision for (1) the total materials available during the year (i.e. carry-over inventory plus new purchases), (2) current inventory (monthly), (3) loss/gain (adjusted monthly) and (4) the materials on homes complete and reported.

The record system must also track the materials from purchase through installation on a completed home. Each step shall be documented, and signatures will be obtained to verify transmittal of material. The following steps are critical control points: (1) receipt of material (bulk or field purchase); (2) entry of material into the warehouse records; (3) movement of material to rolling or other subsidiary-type warehouses; (4) movement from warehouse (any type) to a specific job and (5) installation on a job or return to a warehouse.

Bulk purchased materials must be recorded in a perpetual inventory system. Agencies must use FIFO for valuation purposes unless an Agency is granted specific and written permission to utilize a different system.

Specific job purchases (windows, contract installation or small field purchase) must be valued at actual cost.

Inventory must be reconciled monthly and reported on the monthly report.

- a) Determining loss/gain is a systems check as well as a physical count. Complete an accounting/inventory review to determine if losses are occurring at a stage other than physical loss.
- b) Loss is charged to the program and not to an individual job. All loss that a DNR/EC monitor determines has been improperly charged to a job will be disallowed. The cost will be backed out of charges assessed to the job, and the Agency will be responsible for bearing the cost with corporate funds. Continual violation will lead to stiffer penalties. A maximum of one percent (1%) of the monthly expenses of the program subgrant will be allowed for loss/gain during the program year.

Agencies that contract for services may only charge loss to the program under special circumstances.

- a) Agencies that contract for a specific type of service (i.e. insulation) but install some materials can charge loss for materials that were directly under the control of Agency staff.
- b) Loss may be charged for items ordered, which cannot be installed due to an act of God, for a specific house. As an example, if storm windows are ordered for a home that burns down prior to installation, the cost of the windows may be assessed to the program.

## **D. Disposal of Surplus/Salvage Weatherization Materials**

### **1. Disposal of Surplus Weatherization Materials**

- a) Subgrantees must obtain the written approval of the Missouri Weatherization program before disposing of surplus weatherization materials that, in combination with other loss/gain, are in excess of one percent (1%) of the program year subgrant (all program year subgrants combined) or in excess of \$1,000, whichever is less. The request for



disposal must be received by the Missouri Weatherization Program by March 1. This deadline allows time to complete all procedures and have disposal completed before the end of the program year.

- b) Upon approval, the subgrantee must dispose of the property in conformance with all requirements specified in 10 CFR 600 as amended, and the Missouri Weatherization Program's "*Competitive Procurement Standards*." The following items must be included in the procedure.
- c) When the total value of the material exceeds \$1,000, the following procedures must be adhered to in full, and documentation must be maintained in the Agency files:
  - (1) Open, competitive bids must be sought from potential buyers.
  - (2) Advertisements will be placed in at least two daily newspapers. Mail-outs of announcements must be made to potential bidders. The highest offer from among all qualified bids received shall be compared to the value of the material in a sale to a scrap dealer.
  - (3) As an alternative, the materials may be sold at an auction if the auction is advertised two weeks in advance and if at least three bidders are documented present at the auction.
  - (4) As a third alternative, the material may be sold as scrap.
- d) When the total value is less than \$1,000, the following procedures shall be followed and documentation should be maintained in the Agency files. The materials may be either:
  - (1) Sold at an auction if the auction is advertised two weeks in advance and if at least three bidders are documented as present at the auction.
  - (2) As an alternative, the material may be sold as scrap.
- e) Other methods may be approved by DNR/EC on a case-by-case basis.

## **2. Document Losses from Disposition of Surplus/Salvage Materials**

To document losses from the disposition of surplus/salvage materials, the subgrantee must complete and submit to the Missouri Weatherization Program the "Statement of Surplus/Salvage Materials Losses" of this directive. The loss attributable to the difference between the original purchase price and the salvage value should then be documented on the regular monthly report as a loss. Cash receipts from the sale of surplus or salvage materials should then be added to the subgrantee's cash assets and shall be used to reduce material expenditures. These funds should be used during the current program year to reduce material expense and should be documented as such in the Agency audit.

## **V. Competitive Procurement Standards**

The intent of these procurement standards is to provide general procurement guidance to the Missouri Weatherization Program subgrantees. The standards include Request for Quotation procurement documents, which Agencies are only authorized to use for heating-system related procurement. These competitive procurement standards are in accordance with State or federal guidelines.

### **A. General Conditions**

All purchases shall be made by competitive procurement except those that are a single, local purchase or repetitive purchase of like items within a single year with a total value of less than \$3,000.

Use of the Request for Quotation document and applicable guidelines is authorized only for procurement of heating system Contractors.

The Invitation for Bid procurement instrument (or a similar representation) must be used for non-heating system purchases \$25,000 or greater, unless the Agency is authorized otherwise by DNR/EC (See *Form A*).

Agencies are encouraged to solicit competitive bids from minority and woman business enterprises.

Agencies are encouraged to purchase products manufactured in the United States when possible.

Agencies are urged to seek legal guidance on IFB and contract creation, and on bid interpretation.

When soliciting furnace replacement, repair, or clean and tune Contractors, Agencies are reminded that: (1) weatherization funds may not be used to remove asbestos and (2) replacement is limited to those systems that meet the criteria specified in the Missouri Weatherization Program's current State Plan.

Agencies must utilize written, internal procedures for weatherization service and material procurement. These written procedures must be updated as needed and should include the following: (1) Agency personnel in charge of the procurement process; (2) development of the procurement document; (3) prebid conference; (4) bid announcement/publicity; (5) handling of bidder questions prior to bid opening; (6) detailed bid opening procedures; (7) handling of bidder questions following bid opening; (8) documentation of bid opening procedures; (9) bid corrections; (10) bid withdrawals; (11) bid protests; (12) bid qualification process; (13) bid evaluation process; (14) bid tabulation process; (15) sole-source procedures and rebid; (16) preliminary award announcement; (17) final award and announcement; (18) review for contract compliance; (19) notification and documentation of Contractor problems;

(20) contract cancellation/termination; (21) breach of contract notification and response procedures; (22) re-award or rebid following contract cancellation/termination; (23) contract fulfillment and normal closure; (24) contract extension/negotiation; (25) IFB amendment or withdrawal; (26) resolving bid ties; (27) post award orientation meetings; (28) process used for telephone bids; (29) procedures for addressing material testing standards or specifications questions; (30) bid bonds; (31) performance bonds; (32) contract performance evaluation; (33) bidders lists; (34) bids from sole proprietors, partnerships and corporations and (35) implementation and review of the Agency's affirmative procurement program for building insulation products containing recycled products.

## **B. Determining Procurement Method**

### **Under \$3,000 - No Bid Required**

All purchases shall be made by competitive procurement except those that are a single, local purchase or repetitive purchase of like items within a single year with a total value of less than \$3,000.

### **\$3,000-\$24,999 Informal/Telephone Bids Required**

Single, local purchase or repetitive purchases of like items or services, within a single year, with total value of \$3,000 to \$24,999 must be procured through the competitive process by informal/telephone bids. The Agency must, when possible, obtain a minimum of three competitive bids. (See *Sole Source, Sole Response and 'No Bid' - Response*.)

However, telephone bids are to be completed each time the item(s) is (are) needed. (Purchases within this dollar-value window may also be procured through sealed, written bids.)

### **\$25,000 or more - Formal, Sealed Bids Required**

Purchases of items or services, within a single year, with a total value of \$25,000 or greater must be procured through the formal competitive bid process. These purchases must be made by advertised, sealed, written bids. The Agency must, when possible, obtain a minimum of three competitive bids. (See *Sole Source, Sole Response and "No Bid" Response*.)

## **C. Development of the Procurement Document**

### **1. Format**

- a) Purchases of items or services, within a single year, with a total value of \$25,000 or greater **MUST** be procured through the formal competitive bid process (i.e. advertised, sealed, written bids) unless specific authorization stating otherwise has been given by DNR/EC.

- b) For all purchases \$25,000 or greater, Agencies must utilize the Invitation For Bid (IFB) procurement instrument (or a similar electronic reproduction) for formal, sealed bid purchases. (See *Form A*) Prior approval from DNR/EC must be given for the use of any other type of procurement instrument.
- c) When procuring furnace Contractors for replacement, repairs, and clean and tune work on gas or oil forced-air heating systems, wall units and floor units Agencies must use the appropriate Request for Quotation (RFQ) procurement instrument and RFQ form pages provided by DNR/EC. Prior approval from DNR/EC must be given for the use of any other procurement instrument.
- d) The structure of a procurement document should follow this general pattern: (1) the solicitation/contract form; (2) general information; (3) bid evaluation criteria; (4) the bid form pages (with instructions to the bidder); (5) technical and/or material specifications; (6) special requirements; (7) contractual clauses; (8) contract administration information and (9) attachments.

## **2. Content of the IFB**

- a) Firm, Fixed Price: Cost plus percentage of cost purchasing is not allowed. Program expenditures cannot be made on the basis of a seller's cost plus a percentage. All bids and contracts must be based on a firm, fixed price, unless the Agency has prior DNR/EC approval for another procurement method.
- b) Estimated Quantity: IFBs for weatherization services or materials must include estimates of the total quantity of each item to be purchased during the life of the contract for items for which the Agency is able to reasonably determine estimated usage. Using a quantity of "A1" is inappropriate for items or services for which usage can reasonably be estimated. The one exception is Heating System General Repair Items. (See *Part 3.i.*)

The estimated quantities are required to be included in the bid package, although they are not required to be part of the mathematical calculations on the pricing pages. For example, the estimated quantities may be provided to bidders as an attachment to the bid. The estimated size of individual orders, when applicable, may also be included. Bidders must be informed that the quantities are estimates, and the Agency is not obligated to purchase the exact amount.

- c) Quality Standards

- (1) The Agency must require vendors and Contractors to comply with all material standards and specifications stated in the IFB, whether they are federally mandated standards or established by the Agency. The IFB must state that this is a requirement and failure to comply may result in disqualification of the bid or termination of the contract.

- (2) The Agency must use the material standards specified in Federal Register 10 CFR Part 440, Revised Appendix A. The Agency must identify the specification numbers for items being bid and include the phrase, “or subsequent ASTM, ANSI or F.S. approved standards which supersede this specification.” (NOTE: This may be included in the IFB as a clause rather than repeated with each specification number.)
  - (3) The Agency must abide by the list of approved weatherization materials in the Weatherization State Plan.
  - (4) The Agency should require all bidders to submit material certification documentation. If submission of this data is required, the IFB must inform Contractors and vendors that failure to submit material certification documentation when requested can result in disqualification of the bid or termination of the contract.
  - (5) Quality standards for material specifications may be set where federal specifications are not set. The specific characteristics of the item must be clearly described.
  - (6) Standards and specifications may be set for reasonable programmatic needs. Standards shall not be set that limit competition for non-programmatic reasons.
  - (7) Standards and specifications must be clear and accurate. If a brand name is used for descriptive purposes, the purchaser must clearly describe the specific features sought that the specific brand possesses. It is not sufficient to state “Brand-X or equivalent.”
  - (8) Substitution is defined as an item that materially conforms to the specifications listed, but is physically or technically different from the item bid. The IFB must state the conditions under which substitutions will be allowed. Substitution shall only be made with the advanced written consent of the Agency. Any product provided that does not meet the listed specifications shall be replaced by the Contractor at no expense to the Agency. If the Contractor is unable to make an acceptable adjustment or replacement, the Agency shall interpret this as a breach of contract and may seek damages for default.
- d) Content Standards: Agencies to whom the EPA recycled content regulation applies must include appropriate content standards and other requirements, in accord with Part I.
- e) Performance Standards: Standards regarding performance by the supplier may be set relative to Agency needs. Performance standards must be reasonable and based on program requirements. Examples of such standards are delivery time and place, billing procedures, etc.

f) Bid Evaluation Criteria

The IFB must clearly state the criteria the Agency will use to evaluate the responsiveness of the bid. This criteria must, at a minimum, cover the following points:

- (1) All original bids must be typed or handwritten in indelible ink.
  - (2) All original bids must be submitted to the Agency in a sealed envelope with “Sealed Bid” clearly marked on the outside.
  - (3) The IFB will be awarded to the lowest-priced, responsive and responsible bidder(s).
  - (4) To be eligible for evaluation, the bid must meet the stated standards for materials and comply with all conditions listed in the bid.
  - (5) “Weighted Basis,” “Point Systems” or “Price Averaging” bid evaluations are not allowed.
- g) Bid Closing/Return: All procurement instruments must clearly state the time and date of the bid closing/deadline and the physical location where bids are to be received. (For proper handling of received bids, see *Section VI*).
- h) Sealed Bid-Photocopy: The purpose of the sealed bid-photocopy is to provide verification of original bid prices in the event of a dispute. If the Agency chooses to require all bidders to provide a sealed photocopy of the original bid, this photocopy must be:
- (1) Provided by all bidders;
  - (2) Provided at the same time as the original bid;
  - (3) Sealed in an envelope with the words “Sealed Bid B Photocopy” clearly marked on the outside of the envelope.
- i) Bid Opening: All IFBs must clearly state the time, date and location of the bid opening. There must be a public opening of the bids, and public access to the bids must be provided. (Note: Negotiation procurement documents, such as RFQs, are not opened publicly, and pricing information is disclosed on a need-to-know basis.)
- j) Extent of Federal Financial Support: Section 511 of Public Law 101-166, covering the publication of the extent of federal financial support, applies to weatherization procurement-related documents, regardless of the dollar amount of the procurement action, according to the U.S. DOE.

Basically, each subgrantee is required to add the following information to weatherization procurement documents (IFBs and RFQs): (1) the total dollar amount of the weatherization program funds granted to the subgrantee during the current year and (2) the federal percentage of participation related to the total subgrant.

k) Lien Waivers:

- (1) With owner-occupied residential property of four units or less, according to Missouri Statute 429.013, full payment to the Contractor for improvement, repair or remodeling of these structures “shall be a complete defense to all liens filed by any person performing work or labor or furnishing material, fixtures, engines, boilers or machinery” unless the owner has signed a “Consent of Owner” form for the Contractor. The Agency should caution clients not to sign any form or document presented to them by the Contractor.
  - (2) With other residential property, according to Missouri Statute 429.012, the labor and materials provided by a Contractor may be subject to a mechanic’s lien from unpaid suppliers of materials or services to the Contractor, but only if the Contractor has provided the Agency and the property owner with a notice in 10-point bold type stating, in essence, that failure of the Contractor to pay those persons supplying him/her with materials or services can result in the filing of a mechanic’s lien. The notice has to be provided either when the contract is signed, when the first materials are delivered, or with the first invoice. Providing this notice “shall be a condition precedent to the creation, existence or validity of any mechanic’s lien in favor of such original Contractor.”
  - (3) Agencies may wish to require winning Contractor(s)/vendor(s) to supply signed lien waivers from their suppliers prior to beginning work under the contract.
  - (4) Agencies must include the following language in all bids/contracts: “Under no circumstance will any lien ever be placed on any client home.”
- l) Organizational Structure: An Agency may require each bidder to identify the business he or she represents as a sole proprietorship, partnership or corporation. If required, the owner of the sole proprietorship, all partners of the partnership or the chairperson of the board, chief executive officer, financial director and procurement director of the corporation must be clearly identified in the bid documents. [Reference: Conflict of Interest, Part s. (5) and (6)]
- m) Bid Bonds: An Agency may require bidders to submit bid bonds. The bid bond is a monetary guarantee and assurance that the bidder will not withdraw his bid from consideration prior to contract award.

The Agency shall determine an appropriate amount, equally assessed from all bidders, which will achieve this purpose. Bid bonds not forfeited to the Agency during the bidding process shall be returned to the appropriate bidder. Agencies may require bid bonds in the form of any type of guaranteed surety such as a bond, Cashier's Check or Treasurer's Check.

- n) Performance Bonds: In determining a bidder's capability to perform, Agencies must require the winning bidder(s) to submit a performance bond unless one of the following criteria is met (See *Form B - Bidder Qualification Review*): (1) the bidder has successfully completed a contract in the past with the Agency or (2) the bidder has submitted name(s) of other purchasers for whom they have successfully completed a contract.

If the bidder does not meet either of the above criteria, Agencies will require the winning bidder(s) to submit a performance bond. The performance bond is a monetary-type surety, held by the Agency, which the vendor/Contractor forfeits to the Agency in the event of breach of contract or contract termination. Performance bonds may be in the form of any type of guaranteed surety such as a bond, Cashier's Check or Treasurer's Check.

It is recommended that the Agency base any performance bond amount on the anticipated loss in production and damages that the Agency would face should the supplier/Contractor default. (Recommended guideline is ten percent (10%) of the contract amount).

- o) Renewal Clause: The Agency has the option to include renewal language in a bid/contract. Weatherization supplies/services can be renewed yearly, up to a maximum of 2 or 3 years. If the Agency chooses to include a renewal in the bid, the Agency must select either a price or percentage-type of renewal and provide the appropriate space(s) in the bid document. We recommend the bid/contract contain language that: (1) any renewal is based on successful completion of previous term of the contract as determined by the Agency; (2) renewal is mutually agreeable by both parties; (3) renewal must be in writing, signed and dated by both parties and (4) renewal price/percentage will be included in the bid evaluations when determining the lowest price of the initial bids.
- p) Breach of contract/termination (10 CFR 600.148): All contracts/subcontracts in excess of \$25,000 in total expenditures during the life of the contract must have provisions that: (1) allow for remedies in case of breach of contract and (2) allow for termination of contract and detail conditions for the settlement of all claims.
- q) Equal Employment Opportunity (10 CFR 600.148): In all contracts/subcontracts, Contractors must assure compliance with Executive Order 11246 "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented by Department of Labor regulations (41 CFR, Part 60).



- r) Copeland Anti-Kickback: All Contractors must be required to provide assurance of compliance with the Copeland “Anti-Kickback” Act (18 USC 874) and (29 CFR, Part 3).
- s) Required Contract Clauses: The following language must be included in the Invitation For Bid. It is recommended that the clauses in italics be used verbatim in bid documents:
- (1) No interest shall be paid from DNR funds for any reason.
  - (2) The activities of the Contractor’s staff and associates shall be fully coordinated with the activities of the Agency. As the work of the Contractor’s staff and associates progresses, advice on matters of immediate concern to the Agency and related to the specific scope of work covered by the contract shall be made available to the Agency during the period of the contract.
  - (3) The Contractor shall not assign any interest in the contract and shall not transfer any interest, whatsoever, in the same (whether by assignment or novation/ substitution), without the written consent of the Agency.
  - (4) The contract shall be construed according to the laws of the State of Missouri.
  - (5) No official or employee of the Agency, or official or employee of the Contractor or its governing body, or any public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or in the fulfillment of the obligations of the terms and conditions of contract shall, prior to the completion of the term of contract, voluntarily acquire any personal interest, direct or indirect, in the contract, proposed contract or contract subject.
  - (6) The Contractor covenants that he has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the specified services. The Contractor further covenants that in the performance of this contract, no person having any such known interest shall be employed.
  - (7) The Contractor acknowledges that funds expended for the purposes of the contract are appropriated by State and/or Federal sources and, therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Contractor shall not prohibit or otherwise limit the Agency’s right to pursue and contract for alternate solutions and remedies as deemed necessary by the State and/or Federal Agency for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the life of the contract.

- (8) The Contractor agrees that the Agency and/or clients of the Agency shall not be liable for the debts of the Contractor or any other firm or organization affiliated with the Contractor in the fulfillment of the terms of this contract.
- (9) The bid/contract may be invalidated by the Agency and/or the State of Missouri, DNR/EC.
- (10) The State of Missouri, DNR/EC Weatherization Program is not a party to this bid or contract and shall be held harmless in any dispute arising from this bid or contract.
- (11) None of the work or services specified in this contract shall be subcontracted by the Contractor without the prior written consent of the Agency and DNR/EC. Approval to subcontract shall in no way release the Contractor of his responsibility to fulfill all terms and obligations under this contract.
- (12) The Contractor agrees that all work shall be performed in strict compliance with all applicable laws, ordinances, OSHA guidelines, rules, and regulations, of federal, state, county or municipal governments or Agencies, now in force or that may be enacted hereafter. The final inspection report of the Agency shall not be deemed to be a warranty or representation that all such laws, ordinances, rules and regulations have been complied with by the Contractor.
- (13) Under no circumstance will any lien ever be placed on any client home.
- t) Other Applicable Federal Regulations: In addition to the other items mentioned in this document, Agencies are required to follow all other parts of 10 CFR Part 600, as amended, which are applicable to nonprofits or local governments. This includes, but is not limited to, Access to Records, Records Retention, Patents and Copyrights.

### **3. Preparation of the Heating Systems Clean, Tune, and Repairs RFQ for Use**

When bidding Heating System services, Agencies have the following bidding options (If the expected cost is less than \$25,000 over the life of the contract, which is typically 1 year, for an Agency's entire service area):

- a) Telephone bid Clean and Tunes and General Repair items as needed. (This method is not recommended for Agencies that need a large number of Clean and Tunes and general repairs performed.)
- b) Formal written bid of Clean and Tunes only. (In this case, General Repairs would be telephone bid on an as needed basis.)
- c) Formal written bid of Clean and Tunes and General Repair items.

If an Agency expects to spend more than \$25,000 in Heating System services for its entire service area for a year, the Agency must bid Heating System Services using the formal competitive bid process.

Clean and tune Contractors will be procured by county, unless the Agency has approval from DNR/EC to combine counties.

The number of Contractors who will be awarded the Clean and Tune RFQ must be determined prior to letting the RFQ. The number of Contractors shall be chosen according to the following guidelines:

- (1) Agencies with three or more counties shall have one Contractor per county.  
(NOTE: A Contractor may be awarded more than one county.)
- (2) Agencies with fewer than three counties shall have a minimum of two Contractors and a maximum of four.
- (3) Consult DNR/EC for approval of exceptions to these guidelines.
- d) The Agency must use the Clean, Tune and Repair Request for Quotation procurement instrument provided by DNR/EC (See *Form C*). Any alterations of this document must be submitted to DNR/EC for approval.
- e) Agency staff are responsible for ensuring that quotation prices are reasonable. The bases for determining reasonableness include, but are not limited to, comparison with prior year costs and comparison with other weatherization Agencies.
- f) Complete the blank spaces in the RFQ to provide necessary information to vendors (time limits, service area, re-works and client complaints).
- g) Include the county name with the page number on the three pricing pages (e.g., 1-Saline, 2-Saline, 3-Saline). Do this only on the pricing pages. This will enable the Agency to provide separate pricing pages for each county rather than separate RFQs, thus reducing administrative costs. For example, if a Contractor indicates interest in four counties, fasten the four sets of pricing pages matching those counties to the RFQ, and give the document to the Contractor, rather than giving him or her four separate RFQs.
- h) Estimated Quantity of Clean and Tunes

Provide an estimated quantity of Clean and Tunes on the RFQ cover page. It is recommended that the estimated quantity of clean and tunes be based on the number of clean and tunes done during the previous program year and adjusted based on current-year estimated production.

i) Estimated Quantity of General Repair Items

A quantity of "A1" may be used for General Repair items due to difficulty in estimating usage. If an Agency chooses to use an estimated quantity greater than one, it is recommended that the estimated quantities for general repair line items be based on the repairs called for during the previous program year and adjusted based on current year estimated production.

- j) If the Agency uses telephone solicitation, an RFQ for each bidder must be completed at the time of the telephone conversation, identifying the Contractor and the Contractor's prices. This RFQ must be signed by the Contractor if he or she is the winning respondent.

#### **4. Preparation of the Furnace Replacement RFQ for Use**

- a) The Agency must use the Furnace Replacement Request for Quotation procurement instrument provided by DNR/EC. (See *Form D*) Any alterations of this document must be submitted to DNR/EC for approval.
- b) Each furnace replacement RFQ is for one furnace.
- c) Identify the furnace system to be replaced, and identify what type of heating system and components are needed. Heating System Replacement is limited to those systems meeting the criteria specified in the current Missouri Weatherization Program State Plan.
- d) Clearly and completely identify the job site.
- e) Complete the blank spaces in the RFQ to provide necessary information to vendors (time limits, description of furnace, client address, etc.).
- f) If the Agency uses telephone solicitation, an RFQ for each bidder must be completed at the time of the telephone conversation, identifying the Contractor and the Contractor's prices. This RFQ must be signed by the Contractor if he or she is the winning respondent.

#### **5. Quality Standards for Heating System Clean and Tune, Repairs and Replacements**

Service and materials must meet or exceed the specifications listed in CFR Part 440 Revised Appendix A or subsequently approved standards that supersede those specifications.

#### **6. Financial Audit Bid Requirements** (See Circular A-133—Audits of States, Local Governments, and Non-Profit Organizations, part 305 Auditor Selection).

## VI. Solicitation

### A. Type of Procurement

#### **Under \$3,000 - No Bid Required**

All purchases shall be made by competitive procurement except those that are a single, local purchase or repetitive purchase of like items within a single year with a total value of less than \$3,000. **Note: All vehicle purchases, even if the purchase price is below \$3,000, require both DOE and DNR/EC approval before the vehicle may be purchased.**

#### **\$3,000-\$24,999 - Informal/Telephone Bids Required**

Single, local purchase or repetitive purchases of like items or services, within a single year, with total value of \$3,000 to \$24,999 must be procured through the competitive process by informal/telephone bids. The Agency must, when possible, obtain a minimum of three competitive bids (See *Sole Source; Sole Response; and "No bid" Response, Part E.2.*) However, telephone bids are to be completed each time the item(s) is (are) needed. Purchases within this dollar-value window may also be procured by sealed, written bids.

#### **\$25,000 or more - Formal, Sealed Bids Required**

Purchases of items or services, within a single year, with a total value of \$25,000 or greater, must be procured through the competitive process via formal, sealed bid. These purchases must be made by advertised, sealed, written bids.

### B. Ensuring Competition

The Agency must abide by federal requirements for full and open competition. This includes the development and updating of bidders lists and public announcements when appropriate.

To obtain a list of potential bidders, Agencies may wish to check the Thomas Register, which is a thorough listing of American Manufacturers. The Internet address is <http://www.thomasregister.com>.

The Agency shall advertise for proposals in at least two daily newspapers of general circulation in such places as are most likely to reach prospective offerors and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public at least five days before proposals for such purchases are to be opened. The Request for Quotation (RFQ) for furnace work may be advertised within the Agency's service area.

Experience has shown that successful solicitation of heating system Contractors will depend largely upon telephone contacts and personal visits.

### **C. Prebid and Prequotation Conferences**

Agencies are encouraged to hold prebid and prequotation conferences, open to all interested parties, to clarify bid procedures and answer any questions about the bid process.

It is suggested that the following items be discussed at the prebid conference, and at prequotation conferences, if appropriate: (1) how to complete and submit the procurement document; (2) criteria to be used to evaluate bid price; (3) how corrections will be handled; (4) how to obtain information regarding material specifications; (5) nondiscrimination provisions; (6) criteria for past performance or submittal of performance bonds; (7) examination of sample products; (8) right of Agency to accept and reject bids; (9) contract alterations; (10) contract termination; (11) remedies in case of default/liquidated damages; (12) warranties and guarantees; (13) indemnities; (14) shipping instructions; (15) covenant against contingent fees; (16) lien waivers; (17) discounts; (18) bid bonds; (19) protests; (20) withdrawals and (21) liability.

### **D. Handling bidders' questions**

The Agency must ensure that, during the solicitation phase, information is provided equitably to all bidders.

### **E. Physical Handling of the Returned IFB/RFQ**

The Agency must ensure that a check-in/log procedure is used when sealed bids are received, including identifying the bidder, bid subject, and time and date the Agency received the sealed bid on the outside of the envelope. The Agency must ensure that the sealed bids (and bid bond, if any) are kept in a secure location (under lock and key) until time for the Bid Opening.

### **F. Handling of Sealed Bid – Photocopy**

If the Agency has required the bidder to submit a photocopy of the IFB, the photocopy must remain inside the sealed envelope in the Agency's files for future review or legal settlement. Bidders who do not provide an appropriate photocopy when required to do so are nonresponsive and ineligible for bid award.

### **G. Withdrawal of an IFB/RFQ Prior to Opening**

Bidders should be allowed to withdraw their bid prior to the Bid Opening. If this occurs before the bid deadline has passed, the bidder may resubmit a bid(s) as long as the resubmitted bid(s) is (are) received prior to the bid deadline. Once a bid has been withdrawn and the bid deadline has passed, resubmission shall not be allowed.

## **VII. Bid Opening**

### **A. Public Opening**

Formal, sealed bids must be opened and read aloud in a public setting. A minimum number of three people must be present at a sealed-bid opening. The Agency must also provide for public inspection of all bids during and after opening (provided this does not hamper the bid qualification and evaluation process). Copies of the bids, corrections and evaluations/tabulations should be made available immediately to any interested party.

Competitive negotiation procurement documents (including RFQs) are not opened publicly, and pricing information is disclosed only on a need-to-know basis.

### **B. Sole Source; Sole Response; and “No Bid” Response**

Sole Source purchase is when only one known bidder/vendor exists. An Agency must request prior approval, with written justification, from DNR/EC prior to making a purchase (commodity or service) from a sole/single source vendor.

Sole Response exists when: (1) only one bidder has responded to a bid solicitation or (2) only one bidder remains eligible for bid award after all bids have been reviewed against whether they meet the bid requirements.

- a) The Agency must document its efforts to obtain competition and maintain documentation in its records for monitoring purposes.
- b) If an Agency encounters a sole-response situation, and the bid price is \$25,000 or greater, the Agency must seek DNR/EC approval to accept the bid. A cost analysis must be submitted to DNR/EC at the time the Agency seeks sole-source bid approval. The cost analysis must be submitted on the “Sole Source Approval Request Form” (See *Form E*). Choose the appropriate form because there is one for materials and one for services. Submit the completed form to DNR/EC.

#### **“No Bid” Response**

A “No Bid” response exists when a bidder returns the bid marked as “no bid.” A “no bid” response from a bidder/vendor may be counted toward the requirement for three competitive bids provided that all “no bid” vendors could have reasonably been expected to provide the commodity/service.

### **C. Corrections to the IFB**

During the bid qualification process, the bidder and/or the Agency may, in a public setting, make corrections to the bid for only those items that will in no way affect either the bid prices that

have been quoted or the validity of the bid. These corrections are strictly limited to clerical-type information, e.g. wrong or missing dates, failure to submit an address or telephone number, etc. Corrections shall not include any specific or technical requirements listed in the invitation for bid, i.e. submission of the bid by a specified deadline, failure to submit the bid in a marked and sealed envelope, failure to fulfill all bid requirements, etc.

Correctable errors will be allowed in order to prevent an otherwise valid bid from being disallowed due to an unintentional oversight or error on the part of the bidder that does not involve data or information used for comparative or evaluative purposes. The actual correction of an error shall be performed only by authorized Agency personnel at the time of bid opening. All correctable errors must be fully documented by the Agency and witnessed, either in the presence of the bidder and two other disinterested persons not affiliated with either the Agency or the firm whose bid is corrected, or by a Notary Public.

#### **D. Preliminary Award**

A preliminary award may be announced at the bid opening, with the understanding that the bids will need to be closely evaluated before final award will be made.

#### **E. Withdrawal of Bid After Bid Opening**

All bidders shall be allowed five working days from the date of the bid opening to petition the Agency for bid withdrawal. If at the end of five days the Agency has received no petitions for withdrawal, or the petitions which the Agency has received have been reviewed and responded to, all bids shall be deemed true and valid, and the bid award shall be made.

Permission to allow a bidder to withdraw his bid after the bid opening may be given when clear and convincing evidence supports the existence of a substantial, unintentional error. Clear and convincing evidence must exist within the original bid documents the vendor has submitted to the Agency. Final judgment to allow a bidder to withdraw shall rest with the Agency. Once a bid has been withdrawn from consideration after bid opening, corrections or re-submissions shall not be allowed.

Attempts to withdraw the bid without clear and convincing evidence shall not be considered. A bidder who is chosen as the winner, both parties having signed the bid, is obligated to fulfill the terms of that contract with the Agency. Nonfulfillment of any of the terms of the contract shall be deemed as a breach of contract. In the event of such a breach of contract, the Agency shall seek remedies as stated in the contract and to the full extent that the law provides, including forfeiture of the entire amount of the bid bond to the Agency. The entire amount of the bond shall be retained by the Agency and applied to the weatherization program. DNR/EC must be notified immediately when bonds are retained by an Agency. The Agency also may refuse to accept future bids from that vendor for a period not to exceed two years.



## **VIII. Bid Evaluation and Award**

### **A. Evaluation Criteria**

Bid evaluation and award must be based on evaluation methodology clearly stated in the procurement document. DNR/EC may require justification for evaluation methodology.

All bids must be evaluated on the basis of the documents submitted. Prices must be firmly and clearly stated in handwritten or typewritten indelible ink.

IFB award shall be made only to a responsible bidder whose bid is both responsive to the Agency's solicitation and extends to the Agency the most advantageous price.

For material items, if the lowest bid is not accepted and the total cost of the items is less than \$10,000, then documentation must be maintained in the files giving the reason the low bid was not accepted. (This does not relieve the Agency of its responsibility for not accepting the lowest bid.) If the total cost of the items is over \$10,000, then the bid must be approved by DNR/EC.

For contracted service, the lowest bid must be accepted unless approved by DNR/EC in writing.

Point systems for bid evaluations/awards shall not be used.

Rebates and/or discounts shall not be considered or allowed in evaluation of the IFB or RFQ.

The Agency should use a "Bidder Qualification Review" sheet, similar to the one provided in *Form B*, to evaluate the responsiveness and responsiveness of the bid.

The Agency may use the "Bid Tabulation" form provided in *Form G* or an equivalent form to tabulate the bids received.

Agencies are encouraged to solicit bids from small and minority businesses and to include small and minority businesses on bidders lists. No special preference, however, may be given to a small or minority business in the bid qualification and evaluation process solely because it is a small or minority business. (Note the reporting requirements for Woman/Minority Business Enterprises, see *Part XII*).

Subcontracting: If a potential Contractor plans to subcontract any weatherization work, the Contractor must receive prior, written approval from the Agency and DNR/EC. (Reference: DNR/EC Terms and Conditions)

If the bid documents were designed with a renewal option, the bidders' price or percentage of change of the renewal option must be included in the price evaluations when determining the lowest bid price.

## **B. Responsiveness**

IFB: The responsiveness of the bidder refers to whether the bidder filled out the IFB according to the Agency's instructions and submitted all documentation (if any) required by the Agency for use in bid evaluation. An IFB determined non-responsive is disqualified from further review.

RFQ: A competitive-negotiation procurement document, such as an RFQ, may be made responsive by asking for clarification from the offeror. Clarification refers to communication with an offeror "for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in a proposal." (Contracting by Negotiations, page 5C-3; and FAR 15.601).

## **C. Responsibleness**

The responsibleness of the lowest bidder must be evaluated prior to award. A bidder or respondent determined nonresponsive by the Agency is ineligible for contract award. Evaluation criteria include: (1) financial resources, or ability to obtain them as required during the performance of the contract; (2) ability to comply with delivery or performance schedules; (3) past performance; (4) a satisfactory record of integrity and business ethics; (5) organization, experience, controls and skills; (6) facilities and equipment; and (7) eligibility for award under applicable laws and regulations (for example, equal employment opportunity compliance).

The Agency cannot limit acceptable past performance solely to previous work with the Agency (That is, if the supplier has never had a contract with the Agency, the supplier must be allowed to show prior performance with other buyers with similar needs).

## **D. Protests**

Five working days from the date of notification to bidders of the proposed award shall be allowed for protest by the participating bidders. Final award shall only be made after the five-working-day protest period ends.

The Agency must have written procedures for dealing with protests.

# **IX. Telephone Bids**

## **A. Telephone Procurement - Goods and Services (except Heating System work)**

**\$3,000-\$24,999 - Informal/Telephone Bids Required**

Single, local purchase or repetitive purchases of like items or services, within a single year, with a total value of \$3,000 to \$24,999 must be procured through the competitive process by informal/telephone bids. [However, purchases within this dollar range may also be procured by sealed, competitive written bids, although this procedure isn't required.] (See *Part VI*.)

The Agency must use the "Competitive Bid Record" provided in *Form G* (or a similar format) when soliciting telephone bids. The Agency must, when possible, obtain a minimum of three bids. (See "*No Bid*" Response, *Part VII, B*.)

The Agency may wish to require telephone bidders to submit written bids to the Agency before the end of five working days in order to be eligible for a contract award.

The Agency is advised to have the winning respondent sign a contract, when procuring services or commodities (other than Heating Systems – see *Part IX, B*) by telephone bid.

## **B. Telephone Procurement for Heating Systems Contractors**

The Agency may solicit bids for heating system work via telephone solicitation.

The Agency must complete an RFQ for each bidder at the time of the telephone conversation, identifying the Contractor and the Contractor's prices. This RFQ must be signed by the Contractor if he or she is the winning respondent.

Telephone bids for a furnace replacement, as well as the signed RFQ/Contract are to be maintained in the client file.

## **X. Contract Management**

### **A. When an IFB Becomes a Contract:**

An IFB becomes a contract when it has been signed by the bidder and countersigned by appropriate Agency personnel. After that point, it is appropriate to refer to the document as a contract rather than an IFB or bid. Only Agency forms should be used for bids/contracts.

### **B. Amendments to the Contract:**

Amendments to the Contract, should any become necessary during the course of the Contract, may be made only if allowed by a clause in the contract. The clause must state that the amendments will be mutually agreed upon in writing between the Contractor and the Agency and will be signed and dated by both parties. (The Agency may use the sample amendment in *Form I*.) It is the Agency's responsibility to ensure that the price of an amended item is found reasonable.

### **C. Breach of Contract**

Breach of Contract occurs when the Contractor continues to violate any of the terms or conditions of the contract after being notified by the Agency of the lack of compliance and possible consequences.

The Agency must have written procedures for dealing with breach of contract, and contract termination and cancellation.

### **D. Performance Bond**

The Agency shall capture the performance bond when the Agency determines that the Contractor is in breach of contract, through noncompliance with the terms and conditions of the contract, including, but not limited to, performance standards, technical requirements and contractual clauses.

The entire amount of the performance bond shall be captured and shall be used for weatherization program expenditures.

In the event an Agency plans to capture a performance bond, the Agency must notify DNR/EC in writing immediately.

### **E. Photocopy of Sealed Bid:**

If the Agency has required a “sealed-bid-photocopy” from the bidder, and that photocopy must be opened, the sealed photocopy shall only be opened in the presence of appropriate parties, which may include the Executive Director of the Agency, Agency attorney and Notary Public. If any discrepancy exists between the original bid and the photocopy, the bid or contract shall be immediately disqualified or discontinued (canceled or terminated) by the Agency.

## **XI. Guideline for Implementation of the Recycled Products in Insulation Requirement**

### **A. Who and What are Affected by the Regulation**

Agencies (both crew and contract), which procured \$10,000 or more of building insulation products during the previous fiscal year, are required to develop an affirmative procurement program targeting the purchase of insulation containing recycled products to the maximum extent practical. Other Agencies that, during the coming year, make a single purchase of these products exceeding \$10,000 will also have to abide by this regulation at the time the purchase is made and for the remainder of the program year.

The \$10,000 threshold refers to the total amount of building insulation products purchased by the Agency, not to individual types of insulation.

“Building insulation product” is defined as a material designed to reduce heat loss and that is installed between heated and unheated areas of the home. This includes, but is not limited to blanket, board, spray-in-place and loose-fill products used as ceiling, floor, foundation and wall insulation. The regulation does not apply to air handling, acoustic, pipe and cold-storage insulation.

## **B. Procurement Procedures**

In order to be in compliance with state plan requirements, Agencies to whom this regulation applies must revise applicable portions of their procurement procedures. This includes, but may not be limited to, the material/technical specifications, handling of ties, publicity, verification of compliance and evaluation of effectiveness.

## **C. The Affirmative Procurement Program**

The Affirmative Procurement Program consists of the four components outlined below:

### **1. Preference Program**

Determine the type of insulation product that will meet the Agency’s needs (e.g. fiberglass, cellulose, rock wool, etc.). Specify that type of insulation in the IFB.

The selection of the type of building insulation product may be based on performance characteristics, structural considerations, building codes, availability of competition, etc. In those cases where more than one type of product meets the Agency’s needs, the product having the highest minimum content standard should be specified.

Include in the technical specifications portion of your IFB the minimum content standard listed below for that type of insulation.

<u>Type of Insulation</u>	<u>% Recycled</u>	(based on wt. of core materials)
cellulose	75%	
rockwool	75%	
perlite composite board	23%	
PIR/PR rigid foam	9%	
foam-in-place	5%	
phenolic rigid foam	5%	

Inform (via IFB) the bidders that all bidders will be required to provide estimates of the percentage of recycled materials in the products they are bidding, and the winning bidder will be required to provide certification of the recycled content prior to contract award.

There is currently no minimum content standard for fiberglass insulation. Procurement of fiberglass insulation is allowed; however, the Agency must base any decision to procure a building insulation product not containing recycled materials on one or more of the following: (1) availability within a reasonable time period, (2) availability at a reasonable

price, (3) compliance with federal competition regulation and (4) technical performance of the product.

These are the only acceptable reasons for not procuring building insulation products containing recycled materials to the maximum extent practical.

As always, award the contract to the lowest responsive, responsible bidder. If there is a tie, the contract will be awarded to the tying bidder whose product contains the highest percentage of recycled materials.

## **2. Promotion Program**

The regulation requires Agencies to publicize the fact that insulation products containing recycled materials are being targeted. Appropriate forums for implementing this requirement include, but may not be limited to, prebid conferences, advertisements, brochures, invitations for bid, pertinent correspondence, news releases, etc.

## **3. Estimation/Certification/Verification**

The regulation requires Agencies to develop estimation, certification and verification procedures. All bidders will be required to provide the Agency with estimates of the percentage of recycled materials in the products they are bidding, and the winning bidder will be required to provide certification of the recycled content prior to the contract award.

The Agency will verify the percentage of recycled materials contained in the insulation provided by the Contractor. This verification can be done by contacting the manufacturer and providing him or her with batch numbers. There must be documentation in the files that this contact has been made. If the insulation provided by the Contractor does not meet the requirements stated in the IFB, the Contractor is in violation of his or her contract and is subject to the Agency's procedures on contract compliance.

## **4. Annual Review and Monitoring**

The regulation requires Agencies to conduct an annual review and monitoring of the effectiveness of its affirmative procurement program. The review must be documented in the Agency's files.

The annual review and monitoring shall cover the following points:

- a) the quantity and dollar amount of building insulation with recovered content purchased and the quantity and dollar amount of all building insulation purchased;
- b) an assessment of the effectiveness of the promotion program;
- c) an assessment of barriers to the purchase of insulation with recovered content (e.g. unavailability, resistance to use, etc.);

- d) any other information the Agency feels is pertinent to assessment of the affirmative procurement program, or any information requested by DNR/EC.

To assist the Agency in meeting these requirements, Form I is a sample form that covers the above points.

## **XII. Reporting Requirements**

### **A. Woman/Minority Business Enterprise Usage**

The Department of Natural Resources encourages the use of Woman/Minority Business Enterprises whenever possible. Refer to the Reports/Record-Keeping section of the Weatherization Operational Manual for the quarterly reporting requirements.

Agencies that have Internet access can obtain possible bidders from the Office of Administration's Internet site at [www.mo.gov](http://www.mo.gov). Once on the OA home page, click on the "Procurement Office" link. Once on the Procurement Office page, click on the "Mbe/Wbe Information" link.

## Vehicle & Equipment Inventory Report

Due December 1)

AGENCY: \_\_\_\_\_

DATE: \_\_\_\_\_

### VEHICLES CURRENTLY OWNED

	Type Model	Model Year	Vehicle ID Number	Purchase Date	Original Cost	Condition*	Current Mileage
1							
2							
3							
4							
5							
6							
7							
8							
9							

### EQUIPMENT CURRENTLY OWNED

	Type	Serial or Inventory #	Original Cost	Fund Source	Year Purchased	Condition*	Current Use
2							
3							
4							
5							
6							
7							
8							
9							

\*Condition:

Good (no major repairs needed)

Fair (can use next year with major repairs)

Poor (cannot use next year)

Scrap (cannot use now)

**All equipment and vehicles not currently utilized must be listed on the “Surplus/Salvage equipment report.”**



VEHICLE(S) NOT CURRENTLY UTILIZED THAT THE AGENCY WISHES TO DISPOSE OF:								
							To Be	Current
Vehicle	Model	Vehicle ID	Purchase	Original	Current	Fund	Replaced	Fair- Mkt.
Type/Model	Year	Number	Date	Cost	Mileage	Source	(Y/N)	Value
					Reason	To Be	Current	
	Serial	Original	Purchase	Fund	For	Replaced	Fair- Mkt.	
Type	Inventory #	Cost	Date	Source	Disposition	(Y/N)	Value	
VEHICLE(S) NOT CURRENTLY UTILIZED THAT THE AGENCY WISHES TO RETAIN:								
Vehicle	Model	Vehicle ID	Purchase	Original	Fund	Reason For		
Type/Model	Year	Number	Date	Cost	Source	Retention		
EQUIPMENT NOT CURRENTLY UTILIZED THAT THE AGENCY WISHES TO RETAIN:								
	Serial	Original	Purchase	Fund	Reason For			
Type	Inventory #	Cost	Date	Source	Retention			

## Vehicle/Equipment Purchase, Lease Request

**Agency:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Description of Request: \_\_\_\_\_

Is this item needed to: (check one) ☐ Program Expansion ☐ Attrition  
☐ Other (explain) \_\_\_\_\_

For what purpose will the item be use? \_\_\_\_\_

Why do you need to purchase the item(s)? \_\_\_\_\_

Do you currently own/lease similar item(s) that this purchase will replace? ☐ Yes ☐ No

**It the above is Yes, describe:**

Item	Serial #	Purchase Price	Purchase Date	Fund Source	Present Value	Condition

Are you herein requesting disposal approval for item(s) listed above? ☐ Yes ☐ No

Is the requested item budgeted? ☐ Yes ☐ No

**It the above is Yes, describe:**

Amount Budgeted	Program	Estimated Cost	Date Needed

Has the budget been approved? ☐ Yes ☐ No Budget In Review? ☐ Yes ☐ No

Estimated cost of a purchase \$ \_\_\_\_\_ Sales Tax \$ \_\_\_\_\_ License/Regist. \$ \_\_\_\_\_

Company/Dealership Lease ☐ Yes ☐ No

Agency Lease ☐ Yes ☐ No

Estimated Cost of a Lease \$ \_\_\_\_\_ Monthly.

Length of Lease Agreement (indicate months or years) \_\_\_\_\_

Is there an additional charge per mile? (Explain) \_\_\_\_\_

### Other Associated Costs of Lease:

<u>Item</u>	<u>\$ Amount</u>	<u>Cost Include in Lease Payment?</u>	
License/Regist. Fee	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Insurance	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Maintenance	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Sales Tax	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other: _____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Termination/Buy-out fee	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Explain above fee:	_____		

**Attach copies of at least three phone bids of a lease and at least three phone bids of a purchase.**

## Equipment /Vehicle Disposal Report

## Statement of Surplus/Salvage Materials Losses

(DUE MARCH 1)

**AGENCY:** \_\_\_\_\_

**PROGRAM:** \_\_\_\_\_

Item	Date	Unit Purchase Price	Unit Salvage Value	Quantity	Total Purchase Value	Total Salvage Value	Loss

\_\_\_\_\_  
Typed or Printed Name and Title

## Sample Form

## Form A – Invitation For Bid

	IFB NO.				
INVITATION FOR BID	DATE:			PAGE of	
Return Bids to	RFQ. No.				
	Sealed bids must be received in the Office of Division of Purchasing no later than  _____ p.m. _____ (date)  The supplies and /or services required herein must be Delivered F.O.B. DESTINATION at the following Address:				
Buyer:					
Telephone:					
Received From:					
	Terms:		%		Days
Delivery: Requested Delivery is _____ Days ARO,		Bidders State Best Delivery Date is _____			
<b>BID MUST BE SIGNED TO BE VALID</b>					
The bidder hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon either the receipt of an authorized Purchase Order from the Agency or when this document is countersigned by the Agency as a binding Contract. The Bidder further agrees that the language of this document shall govern in the event of a conflict with His or Her Bid.					
Company Name: _____ Date: _____					
Authorized Signature: _____ Title: _____					
Phone Number: _____ Federal ID or Social Security No.: _____					
NOTICE OF AWARD: (Agency Use Only) CONTRACT NO. C					
Accepted as to Items:					
Signature of Buyer		Director of Purchasing		Date	



Missouri  
**Sample Form**

Form B

**Bidder Qualification Review**

(FOR AGENCY USE ONLY)

Supplier/bidder \_\_\_\_\_

Bid Opened by \_\_\_\_\_ Date: \_\_\_\_\_

		Yes	No
1.	Bidder has met deadline for written bid.	<input type="checkbox"/>	<input type="checkbox"/> *
2.	Original bid was submitted in sealed envelope with "SEALED Bid written on outside.	<input type="checkbox"/>	<input type="checkbox"/> *
3.	Bidder has completed all Bid Forms and Line Items in ink or typewritten.	<input type="checkbox"/>	<input type="checkbox"/> *
4.	Bid meets stated material specification standards.	<input type="checkbox"/>	<input type="checkbox"/> *
5.	Bidder has agreed to _____ payment terms.	<input type="checkbox"/>	<input type="checkbox"/> *
6.	Bidder has guaranteed delivery of materials/service within _____ days of receipt of this letter.	<input type="checkbox"/>	<input type="checkbox"/> *
7.	Bidder has submitted all information necessary for data evaluation.	<input type="checkbox"/>	<input type="checkbox"/> *
8.	Bidder has signed the bid in ink.	<input type="checkbox"/>	<input type="checkbox"/> *
9.	Bidder has responded to all questions and information requested and completed all portions of the bid package.	<input type="checkbox"/>	<input type="checkbox"/>
10.	Capability of bidder to perform: (mark only one of the following)		
a.	Bidder has successfully completed a contract with _____ in the past; or	<input type="checkbox"/>	<input type="checkbox"/>
b.	Bidder has submitted the name(s) of other purchasers with whom they have supplied materials and performed satisfactorily; or	<input type="checkbox"/>	<input type="checkbox"/>
c.	Bidder has posted a performance bond.	<input type="checkbox"/>	<input type="checkbox"/>
11.	Bidder has supplied copies of lien waivers.	<input type="checkbox"/>	<input type="checkbox"/>
12.	Bidder has the capability to fulfill all terms and obligations in the bid.	<input type="checkbox"/>	<input type="checkbox"/>

**\* Must be answered "Yes" to be eligible for data evaluation.**

**All questions must be answered "Yes" within five (5) working days of bid opening for bidder to be eligible to receive award.**

# Sample RFQ Form

## Form C – Clean & Tune and General Repairs

<b>REQUEST FOR QUOTATION</b>	<b>RFQ No.</b> _____	<b>Target Date</b> _____	
<b>Requester:</b>	<b>Date:</b> _____	<b>Time:</b> _____	<b>p.m.</b>
	<b>Page:</b> _____ <b>of</b> _____	<b>Date:</b> _____	
<b>Received From:</b>	<b>Telephone No.</b> _____		
	<b>Delivery To (F.O.B. Destination):</b> _____		

**Instructions**

Upon receipt, the Respondent should submit a quotation in the manner as indicated below. The target date/time specified above is the time by which a quotation is needed. The requestor may assume that the Respondent is not submitting a quotation if a response is not received by the target date/time.

Description	Item No.	Est. Qty	Unit Material Cost	Unit Labor Cost	Total Amount
Clean and Tune, Gas Heating System Includes adding or replacing air filter(s), belt(s) and thermocouple if needed. [each]	1	_____	_____	_____	_____
Clean and Tune, Gas Space Heater Includes adding or replacing thermocouple if needed. [each]	2	_____	_____	_____	_____
Clean and Tune, Oil Heating System Includes adding or replacing air filter(s), belt(s), oil filter and nozzle if needed. [each]	3	_____	_____	_____	_____
Clean and Tune, Oil Space Heater Includes adding or replacing oil filter and nozzle if needed. [each]	4	_____	_____	_____	_____
General Repairs, Total of line items on Page 2 _____ and 3 _____	5	N/A	N/A	N/A	_____
<b>Total Quotation</b> <b>(Add lines 1, 2, 3, 4 &amp; 5)</b>					\$ _____

The Respondent hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon either the receipt of an authorized Purchase Order from the Agency or when this document is countersigned by the Agency as a binding Contract. The Respondent further agrees that the language of this document shall govern in the event of a conflict with His or Her quotation.

Company Name: _____	Date: _____
Authorized Signature: _____	Title: _____
Phone No. _____	Federal ID or Social Security No. _____
Notice of Award (Agency Use Only) _____	
Contract No. C _____	
Accepted as to Items:	

Signature of Buyer:	_____	Date:	_____
Director of Purchasing:	_____	Date:	_____



**\*\*\*PRICING PAGE\*\*\***

RFQ No. _____		REQUEST FOR QUOTATION		Date: _____		Page ____ of ____	
Item No.	Description	Est. Qty	Unit Material Cost	Unit Labor Cost	Total Amount		
	<p>Note: Bid each line item for the quantity shown (each linear foot, square foot, etc.). Bid only in whole dollars and cents. You must bid all line items. All parts and materials must be new. All prices (except the service call) are bid with the assumption that you are already on site.</p>						
1	Air filter kit, permanent, manufacturer approved, for mobile home gas furnace. Note: To be paid as a General Repair or when kit is required on mobile home clean & tune. [each]	_____	_____	_____	_____		
2	Bearings/shaft in blower assembly [each]	_____	_____	_____	_____		
3	Blower motor, direct drive (when possible, P.S.C.) [each]	_____	_____	_____	_____		
4	Blower motor, belt drive (when possible, P.S.C.) [each]	_____	_____	_____	_____		
5	Combustion air [each]	_____	_____	_____	_____		
6	Damper (volume control) in supply run [each]	_____	_____	_____	_____		
7	Duct insulation (1 1/2" fiberglass foil-faced) [square foot]	_____	_____	_____	_____		
8	Electronic ignition [each]	_____	_____	_____	_____		
9	Emergency disconnect switch [each]	_____	_____	_____	_____		
10	Fan/limit control [each]	_____	_____	_____	_____		
11	Gas stop [each]	_____	_____	_____	_____		
12	Gas valve [each]	_____	_____	_____	_____		
13	Heat duct (includes elbows and connectors) [linear Foot]	_____	_____	_____	_____		
14	Pilot assembly, complete [each]	_____	_____	_____	_____		
Company Name: _____			Authorized Signature: _____				

**\*\*\*PRICING PAGE\*\*\***

RFQ No. _____		REQUEST FOR QUOTATION		Date: _____		Page ____ of ____	
Item No.	Description	Est. Qty	Unit Material Cost	Unit Labor Cost	Total Amount		
15	Service Call:						
	a) Travel to and from plus one hour of work [each]	_____	_____	_____			
16	b) Subsequent charge per hour [each]	_____	_____	_____			
17	Sheet metal [each]	_____	_____	_____			
18	Thermal vent damper and spill switch on gas-fired heating system [each]	_____	_____	_____			
19	Thermal vent dampers with spill switch on gas-fired heating system and gas-fired domestic water heater [each]	_____	_____	_____			
20	Thermocouple, <b>Note:</b> to be paid only when a service call is required. [each]	_____	_____	_____			
21	Thermostat, heat only [each]	_____	_____	_____			
22	Thermostat, heat and cool [each]	_____	_____	_____			
23	Transformer [each]	_____	_____	_____			
24	Vent pipe, single wall (includes elbows and connectors) [linear foot]	_____	_____	_____			
25	Vent pipe, double wall (Type B) (includes elbows and connectors) [linear foot]	_____	_____	_____			
Company Name: _____		Authorized Signature: _____					

## **Request For Quotation Guidance**

### **Table of Contents**

Part I	.....	General Information
Part II	.....	Instructions to Respondents
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Part V	.....	Contractual Requirements
Attachment A	.....	Work Order Procedure for Gas Furnace Clean & Tune
Attachment B	.....	Work Order and Procedure for Boiler Clean & Tune
Attachment C	.....	Work Order and Procedure for Oil Furnace Clean & Tune
Form D	..... .....	Furnace or Space Heater Replacement

## Part I: General Information

- A. This quotation is for furnace clean, tune, and general repair work on gas heating systems (forced air furnaces, wall and floor nits, and boilers). Quoted prices must be based on COMPLETE service, including labor, parts and materials. Approximately \_\_\_\_ residential houses and mobile homes will be serviced before July \_\_\_\_\_ in the counties of \_\_\_\_\_.
- B. The Agency will perform diagnostic tests on the furnace and prepare a work order indicating the work to be performed. Winning Contractors shall clean, inspect and tune the combustion area, flue and air handling systems for increased efficiency and provide general repairs as indicated by the Agency auditor on the work order. (See Attachments A, B, & C). If the Agency auditor notices any components or functions which are questionable, they will be noted on the work order. If additional work is needed, but not specified on the work order, the Contractor must receive Agency approval before proceeding. No additional work will be paid for without prior authorization from the Agency.
- C. Contractors shall have \_\_\_\_ days from date of work order issuance in which to complete each job. Should, upon final inspection, the Agency find improperly completed work, the Contractor must correct the deficiencies within \_\_\_\_ working days ( \_\_\_\_ working day(s) during severely cold weather). Credit for completed work shall be provided when all scheduled work (including rework) for the individual job has passed final inspection by the Agency. Payment for completed work shall be provided on a monthly basis. Contractors are responsible for returning completed work orders to the Agency and notifying the Agency when jobs are completed.
- D. The Request For Quotation (RFQ) must be fully completed in order to receive consideration.
- E. The Agency reserves the right to accept and reject any RFQ and to disqualify any Respondent. The Agency reserves the right to terminate the RFQ process and to re-submit RFQs as necessary prior to final contractual award.
- F. The Agency shall evaluate each quotation and award contracts in the following manner:
1. The LOWEST PRICED RESPONDENT per award area shall be notified of initial review.
  2. The Respondent shall then have FIVE WORKING DAYS to meet one of the following criteria:
    - a. The Respondent has successfully completed a contract with the Agency in the past; **Or**
    - b. The Respondent has submitted name(s) of other purchasers with whom they have provided service and performed satisfactorily; **Or**

- c. The Respondent has posted a Performance Bond. (The performance bond may be in the form of any type of monetary guaranteed surety such as a bond, Cashier's Check or Treasurer's Check.) The bond amount will be \_\_\_\_\_% of the contract amount.
  3. The Respondent shall then have FIVE WORKING DAYS to submit to the Agency, the necessary liability insurance documentation and proof of OSHA training. (Should the Respondent wish, this documentation may be submitted with the written RFQ.)
  4. Upon submission of the required documentation as indicated above, the Agency shall enter into a contract with the winning Contractor. When this document is countersigned by the Agency, this document becomes a contract.
  5. Should the Respondent fail to submit the required liability insurance documentation, the Respondent shall be disqualified.
  6. In the event that this is a TELEPHONE QUOTATION, the Respondent shall have FIVE WORKING DAYS from notification to submit the necessary liability insurance documentation AND to sign the RFQ which was filled out by the Agency during the telephone solicitation.
- G. The Missouri Weatherization Program is funded \_\_\_\_\_% by federal funds. The total amount of weatherization program funds granted to during the current program year is \$\_\_\_\_\_.

## Part II: Instructions to Respondents

NOTE: It is very important to follow these instructions carefully.

- A. The Respondent must complete all costs and sign all three pricing pages in handwritten or typewritten indelible ink for each county in which the Respondent is interested.
- B. This RFQ must be submitted in a clearly marked, sealed envelope.
- C. Modifications to this quotation by the Respondent are not allowed.
- D. All prices must be stated as firm fixed prices. Discounts are not allowed.
- E. Provide Unit Material Cost and Unit Labor Cost in the appropriate columns on the Pricing Pages. The sum of the Unit Material Cost and Unit Labor Cost should be multiplied by Estimated Quantity to obtain the Total for each Item.
- F. A pre-quotation conference will be held:

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All prospective Respondents are urged to attend.

- G. The deadline for RFQ submission is: \_\_\_\_\_

at:

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- H. The winning Respondents shall have 5 working days from the date of final award announcement to submit to the Agency:
  - 1. A copy of a current business permit or occupational license (where applicable).
  - 2. Certificates of general liability insurance.
  - 3. Certificates of Workmen's Compensation insurance (when needed).
  - 4. Proof of OSHA training its employees have received during the most recent 12 months or planned training for the upcoming 12 months.
  - 5. The Respondent must meet one of the following criteria:
    - a. The Respondent has successfully completed a contract with the Agency in the past; OR
    - b. The Respondent has submitted name(s) of other purchasers with whom they have provided service and performed satisfactorily; OR

- c. The Respondent has posted a Performance Bond. (The performance bond may be in the form of any type of monetary guaranteed surety such as a bond, Cashier's Check or Treasurer's Check.) The bond amount will be \_\_\_\_\_% of the contract amount.

### **Part III: Technical Specifications**

All work must be performed to manufacturer's design specifications, industry standards and accepted practices.

Materials must meet or exceed the specifications cited or subsequent approved standards which supersede these specifications.

#### Thermostat Control System

Line Voltage or Low Voltage Room Thermostats: NEMA DC 3-2003 (or the latest version)  
Thermostat setting numbers must be legible. Thermostat must have thermometer.

(Thermometer is not mandatory to mobile home units: Mercury-bulb type thermostat is not applicable to mobile home units.)

Hydronic Boiler Control: Commercially available.

#### Water Heater Modifications

Install Vent Damper, Gas Fueled: Conformance to ANSI Z21.67, including Addenda A and B 1985, and NFPA 54-2006 (or the latest version).

#### Boiler Repair and Modifications/Efficiency Improvements

Readjust Boiler Water Temperature or Install Automatic Boiler Temperature Reset Control:  
Conformance to ANSI/ASME CSD-I-2006, and NFPA 31-2006 (or the latest version).

Install/Replace Thermostatic Radiator Valves: Commercially available. One-pipe steam systems require steam air vents on each radiator, see manufacturer's requirements.

Clean Heat Exchanger, Adjust Burner Air Shutter(s). Check Operation of Pump(s) per manufacturer's requirements.

Install Boiler Duty Cycle Control System: Commercially available.  
National Electrical Code and local electrical codes provisions for wiring.

Replace constant burning pilot with electronic ignition device and electrically operated damper on gas-fueled boilers: Conformance to ANSI Z21.71-1993 and ANSI Z21.71a-2005 (or the latest version).

Replace Combustion Chamber in Oil Boiler: Conformance to NFPA 31-2006 (or the latest version).

#### Heating System Repairs and Tune-ups/Efficiency Improvements

Duct Insulation: Conform to ASTM C1290 - 06e1 Standard Specification for Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts and with attention paid to manufacturers' recommendations (or the latest version).



Clean Heat Exchanger and Adjust Burner: Adjust air shutter and check CO<sub>2</sub> and stack temperature; clean or replace air filter on forced air furnace. Conform to ANSI Z223.1-1984 (NFPA 54-2006), National Fuel Gas Code (or the latest version).

Install Vent Dampers (gas fueled systems: Conform to applicable sections of ANSI Z223.1 (NFPA 54-2006), including Appendices H, I, J and K. Thermally Activated Vent Dampers: ANSI A21.68-1985 and Appendices A and B (or the latest version).

Reduction of Vent Connector Size of Gas Fueled Appliances: Conform to ANSI Z223.1-1984 (NFPA 54-2006) Part 9 and Appendices G and H (or the latest version).

Readjust fan switch on forced air gas or oil fueled furnaces: Conform to applicable sections and Appendix H of (NFPA 54-2006) for Gas Furnaces and NFPA 31-2006 for Oil furnaces (or the latest version).

Replace Air Diffusers, Intakes. Registers and Grilles: Commercially available.

Install/Replace: Warm Air Heating Metal Ducts: Commercially available.

Install combustion air in accordance with NFPA 54-2006 (or the latest version).

Repair/Replace Oil-Fired Equipment: Conformance to NFPA 31-2006 (or the latest version).

Replace Combustion Chamber in Oil-Fired Furnace: Conform to NFPA 31-2006 (or the latest version).

Check Smoke Number on Oil-Fueled Equipment.

Replacement of Oil Nozzle and Filter: Per manufacturer's instructions.

Adjust Barometric Draft Regulator for Fuel Oil: NFPA 31-2006 and per manufacturers' (furnace or burner) instructions (or the latest version).

#### **Part IV: Specific Requirements**

- A. The Contractor shall maintain Comprehensive General Liability Insurance at a minimum of \$300,000 Combined Single Limit for Bodily Injury and Property Damage, per occurrence and aggregate. There shall be no deductible clause on any policy of the insurance provided. This Comprehensive General Liability coverage must include: premises and operations, broad form property damage, products/completed operation, contractual insurance, independent contractors, and personal injury.

The Contractor shall maintain Workmen's Compensation Coverage as required by law.

Certification of coverage must be provided to the Agency prior to the commencement of any work under this contract. Certification shall include documentation that the coverage shall remain in force during the duration of this contract.

- B. The Contractor shall indemnify and hold harmless the Client, Agency and State, including employees and officers, from any and all actions claims, losses and liabilities which may be made against the Agency or State as a result, directly or indirectly, of the performance of this contract. The Agency shall assist the Contractor as may reasonably be necessary. Insurance coverage as specified herein shall be provided in support of these indemnification requirements but shall not release the Contractor from these responsibilities.
- C. The Contractor shall comply with the National Fuel Gas Code for all work and materials performed on gas systems and, where applicable, all local/city codes, regulations and standards. The final inspection report of the Agency shall not be deemed to be a warranty or representation that all such regulations and standards have been complied with by the contractor.
- D. The Contractor shall notify the Agency of any unsafe or dangerous conditions concerning the heating system being serviced. The existence of these conditions or problems may have been undetectable or overlooked by the Agency auditor.
- E. The Contractor shall furnish items and services at the prices quoted herein, in accordance with the specifications and the terms and conditions listed on each work order, this document, and mutually approved amendments. The Contractor guarantees the stated prices through June 30, \_\_\_\_.
- F. The Contractor agrees to notify the Agency in writing immediately of changes in his availability or ability to successfully complete the work specified herein. The Contractor shall be held fully accountable for all work prior to notification of the Agency.
- G. The following services shall be completed by the Contractor:
1. Complete all work designated on the work order, in accordance with the Technical Specifications and other applicable sections of this document;
  2. Provide the service within \_\_\_\_ days from the date of issuance of the work order by the Agency;

3. Complete the Work Order by marking all applicable areas, and sign and date it. Request final inspection of work by returning the completed work order and invoice within 5 calendar days of the completion of the work. This notification shall identify: (1) the client, (2) client's address, (3) job number, (4) all work which was performed, (5) all work which was identified by the Agency but not performed and reasons why it was not, (6) labor costs and (7) material costs.
  4. Prior to receiving final work approval by the Agency provide re-work service, when needed, within \_\_\_\_days (\_\_\_\_ day(s) in extremely cold weather) from the date of issuance of the rework order by the Agency at no additional cost.
  5. Keep the work areas as clean and safe as possible with minimal disturbance to the client, and broom clean all work areas upon completion of the work.
  6. Request a change order for the job when the work cannot be performed as indicated, when the client refuses the work, or the service called for does not match the actual job site.
- H. The Contractor warrants that all materials installed in performance of this contract shall be free of defect in materials and workmanship for a period of 12 months from date of installation (in order to cover one complete heating season). Should any material prove defective within 12 months, the Contractor agrees to replace the defective materials with new, non-defective materials at no cost to the Agency or the client within working \_\_\_\_days of notification (within \_\_\_\_day(s) in extremely cold weather).
- I. The Agency reserves the right to accept and reject any RFQ and to disqualify any Respondent.
- J. The Agency reserves the right to terminate the RFQ process without recourse by the Respondent and to re-submit RFQs as necessary prior to the final contractual award.
- K. The RFQ may be invalidated by the Agency and/or the State of Missouri Department of Natural Resources' Energy Center.
- L. In the event of a sole source response, the Agency reserves the right to negotiate prices with the Respondent.

## **Part V: Contractual Requirements**

- A. The contractor assures compliance with Executive Order 11246 “Equal Employment Opportunity,” as amended by Executive Order 11375 and supplemented by Department of Labor regulations (41 CFR, Part 60).
- B. The Contractor assures compliance with Copeland “Anti-Kickback” Act (18 USC 87) and 29 CFR, Part 3.
- C. No interest shall be paid from DNR funds for any reason.
- D. The contract shall be construed according to the laws of the State of Missouri.
- E. No official or employee of the Agency, or official or employee of the Contractor or its governing body, or any public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or in the fulfillment of the obligations of the terms and conditions of contract shall, prior to the completion of the term of contract, voluntarily acquire any personal interest, direct or indirect, in the contract, proposed contractor or contract subject.
- F. The Contractor covenants that he has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the specified services. The Contractor further covenants that in the performance of this contract, no person having any such known interest shall be employed.
- G. The Contractor agrees that the Agency and/or clients of the Agency shall not be liable for the debts of the Contractor or any other firm or organization affiliated with the Contractor in the fulfillment of the terms of this contract.
- H. All price or item modifications must have prior approval by the Agency. This contract shall be amended only in writing. The amendment shall become binding when signed and dated by both parties.
- I. It is the Contractor's responsibility to fulfill all obligations under this contract. The Contractor shall subcontract for labor and or materials only with the advanced expressed written consent of the Agency and DNR/EC. Approval to subcontract shall in no way release the Contractor of his/her responsibility to fulfill his/her obligations under this contract.
- J. The Contractor shall not assign any interest in the contract and shall not transfer any interest, whatsoever in the same (whether by assignment or novation/substitution), without the written consent of the Agency.
- K. The activities of the Contractor's staff and associates shall be fully coordinated with the activities of the Agency. As the work of the Contractor's staff and associates progresses, advice on matters of immediate concern to the Agency and related to the specific scope of work covered by the contract, shall be made available to the Agency during the period of the contract.

- L. The Contractor acknowledges that funds expended for the purpose of the contract are appropriated by State and/or Federal sources and, therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Contractor shall not prohibit or otherwise limit the Agency's right to pursue and contract for alternate solutions and remedies as deemed necessary by the State and/or Federal Agency for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the life of the contract.
- M. The State of Missouri Department of Natural Resources' Energy Center Weatherization Program is not a party to this RFQ or contract and shall be held harmless in any dispute arising from this RFQ or contract.
- N. The Contractor agrees that all work shall be performed in strict compliance with all applicable laws, ordinances, OSHA guidelines, rules and regulations of Federal, State, County or Municipal governments or agencies, now in force or that may be enacted hereafter. The final inspection report of the Agency shall not be deemed to be a warranty or representation that all such laws, ordinances, rules and regulations have been complied with by the Contractor.
- O. In the event that the Contractor fails to perform satisfactorily this contract shall be terminated.
- P. Under no circumstances will any lien ever be placed on any client home.
- Q. The Contractor shall retain records relating to this contract for three years after final payment is made under the contract. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records, must be retained until all issues arising out of the action are resolved, or until the end of the three-year period, whichever is later. The Department of Energy, Comptroller General of the United States, the Missouri Department of Natural Resources' Energy Center and the Agency or any of their authorized representatives shall have access to contractor records

## Work Order and Procedure for Gas Furnace Clean & Tune

Home Owner Name: _____	Agency Name: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Phone No. _____	Phone No. _____
Job No. _____	Date Work Order Sent: _____
Auditor/Inspector Name: _____	

\_\_\_\_\_ is hereby authorized to complete a clean and tune as prescribed below. Submit completed work order and invoice by \_\_\_\_\_ to receive payment.

### I. CLEAN

#### A. Combustion Area

Auditor	Contractor	N/A	
_____	_____	_____	1. Brush down all dirt, soot, and rust from heat exchanger sections.
_____	_____	_____	2. Brush down and vacuum all flue passageways within the furnace.
_____	_____	_____	3. Remove burner assembly and brush down to remove dirt, soot, loose rust, and clean all flame ports. Inspect for defects.
_____	_____	_____	4. Clean gas orifices and assure proper size.
_____	_____	_____	5. Brush down and vacuum remainder of combustion chamber so that it is free of dirt, soot, and loose rust.
_____	_____	_____	6. Clean pilot orifices and test thermocouple, <u>replace thermocouple if necessary</u> .

#### B. Flue

_____	_____	_____	7. Inspect flue pipe from furnace to chimney for rust, weak spots, and leaks.
_____	_____	_____	8. Clean and vacuum flue pipe and reinstall in a secure manner. (Seal around flue/chimney connection if necessary.)

#### C. Air Handling/Distribution

_____	_____	_____	9. Clean and vacuum heat exchanger if accessible.
_____	_____	_____	10. Remove blower assembly to clean and remove any dirt, grease, and foreign matter. Clean and vacuum return air cabinet.
_____	_____	_____	11. Clean and vacuum all supply/return registers and immediate duct openings.
_____	_____	_____	12. Inspect air filter, <u>replace air filter(s) if necessary</u> . If permanent type, clean as per manufacturer's recommendation. SIZE: _____ x _____ x _____
_____	_____	_____	13. Clean air conditioning coil, where applicable.

### II. Tune

#### A. Combustion

_____	_____	_____	14. Adjust gas input pressure to 3.5" W.C. (natural gas) or 10.5" W.C. (liquefied petroleum gas) in the manifold and then clock meter (if possible) to assure the input is within 10% of rate input. NOTE: If gas pressure is correct and clocked input is more than 10% lower than rated input, check orifices for proper size. If furnace is over firing and gas pressure is correct then change to lower orifice size.
_____	_____	_____	15. Adjust primary air shutter to obtain highest CO <sub>2</sub> and O <sub>2</sub> in the flue (before diverter) without making CO while still maintaining a steady blue flame with slight yellow tips. There must not be any lifting or floating flames.

Auditor Contractor N/A

- \_\_\_\_\_ 16. Adjust pilot flame just high enough to activate the thermocouple & ignite burner w/o delay.  
 \_\_\_\_\_ 17. On furnaces with electronic pilot ignition, pilot should ignite without delay. When pilot is proven, burner should ignite without delay.  
 \_\_\_\_\_ 18. Test igniter to assure that it will lock out after 1<sup>st</sup> or 2<sup>nd</sup> attempt to ignite pilot.  
 \_\_\_\_\_ 19. Measure amperage of gas valve and any other low voltage equipment on the control circuit and set thermostat heat anticipator to match.  
 \_\_\_\_\_ 20. Level thermostat, and, if necessary, calibrate thermostat and thermostat thermometer to within 1 degree at 72 degree setting.

#### B. Air Handling/Distribution

- \_\_\_\_\_ 21. Check blower and motor bearings, lubricate as needed.  
 \_\_\_\_\_ 22. Check belt condition and adjust for proper tension, replace if worn or cracked.  
 \_\_\_\_\_ 23. If stack temperature is above 450 degrees, increase blower speed to deliver more heat and lower stack temperature. Stack temperature should not be lower than 350 degrees. If so, decrease blower speed or adjust blowers to obtain greater temperature rise at the supply plenum. NOTE: This may not work on all furnaces.  
 \_\_\_\_\_ 24. Set fan switch (if possible) so that blower comes on a 110 degrees and goes off at 100 degrees. Set limit no higher than 200 degrees if limit is adjustable.  
 \_\_\_\_\_ 25. Balance supply distribution for homeowner's comfort, where applicable.

#### Comments:

#### Contractor Certification

Final Stack Temperature \_\_\_\_\_ Draft \_\_\_\_\_ CO \_\_\_\_\_ Ppm  
 Clock Input \_\_\_\_\_ Seconds \_\_\_\_\_ Btu/hour \_\_\_\_\_ Temperature Rise \_\_\_\_\_  
 Anticipator Setting \_\_\_\_\_ Measured Amperage \_\_\_\_\_

*I certify that the work specified above has been completed and that all requirements have been met.*

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

#### Auditor Certification

Final Stack Temperature \_\_\_\_\_ Draft \_\_\_\_\_ CO \_\_\_\_\_ Ppm O<sub>2</sub> \_\_\_\_\_  
 Temperature Rise \_\_\_\_\_ Call Back Required ☐ Yes ☐ No

*I certify that the work specified above has been completed by the contractor.*

\_\_\_\_\_  
Signature of Auditor/Inspector

\_\_\_\_\_  
Date

## Work Order and Procedure for Boiler Clean & Tune

Home Owner Name: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone No. \_\_\_\_\_

Phone No. \_\_\_\_\_

Job No. \_\_\_\_\_

Date Work Order Sent: \_\_\_\_\_

Auditor/Inspector Name: \_\_\_\_\_

\_\_\_\_\_ is hereby authorized to complete a clean and tune as prescribed below. Submit completed work order and invoice by \_\_\_\_\_ to receive payment.

### I. CLEAN

#### A. Combustion Area

Auditor Contractor N/A

- |       |       |       |  |
|-------|-------|-------|--|
| _____ | _____ | _____ | 1. Brush down all dirt, soot, and rust from heat exchanger sections.   |
| _____ | _____ | _____ | 2. Brush down and vacuum all flue passageways within the boiler.   |
| _____ | _____ | _____ | 3. Remove burner assembly and brush down to remove dirt, soot, loose rust, and clean all flame ports. Inspect for cracks in tubes. |
| _____ | _____ | _____ | 4. Clean gas orifices and assure proper size.  |
| _____ | _____ | _____ | 5. Brush down and vacuum remainder of combustion chamber so that it is free of dirt, soot, and loose rust.                         |
| _____ | _____ | _____ | 6. Clean pilot orifices and test thermocouple, <u>replace thermocouple if necessary</u> .  |

#### B. Flue

- |       |       |       |   |
|-------|-------|-------|---|
| _____ | _____ | _____ | 7. Inspect flue pipe from boiler to chimney for rust, weak spots, and leaks.  |
| _____ | _____ | _____ | 8. Clean and vacuum flue pipe and reinstall in a secure manner. (Seal around flue/chimney connection if necessary.) |

#### C. Distribution

- |       |       |       |   |
|-------|-------|-------|---|
| _____ | _____ | _____ | 9. Inspect and purge relief valve.  |
| _____ | _____ | _____ | 10. Inspect circulator pump for safe and effective operation, paying close attention to couplings and motor conditions. |
| _____ | _____ | _____ | 11. Purge expansion tank and radiators as needed.   |
| _____ | _____ | _____ | 12. Check condition of water. If it is rusty or has high level of sludge, then drain, flush, and refill the system.     |
| _____ | _____ | _____ | 13. Check operation of radiator valves.   |

### II. Tune

#### A. Combustion

- |       |       |       |   |
|-------|-------|-------|---|
| _____ | _____ | _____ | 14. Adjust gas input pressure to 3.5" W.C. (natural gas) or 10.5" W.C. (liquefied petroleum gas) in the manifold and then clock meter (if possible) to assure the input is within 10% of rate input. NOTE: If gas pressure is correct and clocked input is more than 10% lower than rated input, check orifices for proper size. If furnace is over firing and gas pressure is correct then change to lower orifice size. |
| _____ | _____ | _____ | 15. Adjust primary air shutter to obtain highest CO <sub>2</sub> and O <sub>2</sub> in the flue (before diverter) without making CO while still maintaining a steady blue flame with slight yellow tips. There must not be any lifting or floating flames.  |



Auditor Contractor N/A

- \_\_\_\_ 16. Adjust pilot flame just high enough to activate the thermocouple & ignite burner w/o delay.
- \_\_\_\_ 17. On boilers with electronic pilot ignition, pilot should ignite without delay. When pilot is proven, burner should ignite without delay.
- \_\_\_\_ 18. Test igniter to assure that it will lock out after 1<sup>st</sup> or 2<sup>nd</sup> attempt to ignite pilot.
- \_\_\_\_ 19. Measure amperage of gas valve and any other low voltage equipment on the control circuit and set thermostat heat anticipator to match.
- \_\_\_\_ 20. Level thermostat, and, if necessary, calibrate thermostat and thermostat thermometer to within 1 degree at 72 degree setting.

*B. Air Handling/Distribution*

- \_\_\_\_ 21. Bleed all radiators to ensure no air is in the system (hot water system).
- \_\_\_\_ 22. Lubricate circulator pump as needed.
- \_\_\_\_ 23. Check operation of zone control valves if any. Lubricate as needed.
- \_\_\_\_ 24. Check each radiator for output.
- \_\_\_\_ 25. Balance supply distribution for homeowner's comfort, where applicable.

**Comments:**

**Contractor Certification**

Final Stack Temperature \_\_\_\_\_ Draft \_\_\_\_\_ CO \_\_\_\_\_ Ppm

Clock Input \_\_\_\_\_ Seconds \_\_\_\_\_ Btu/hour \_\_\_\_\_ Temperature Rise \_\_\_\_\_

Anticipator Setting \_\_\_\_\_ Measured Amperage \_\_\_\_\_

*I certify that the work specified above has been completed and that all requirements have been met.*

\_\_\_\_\_  
*Signature of Contractor*

\_\_\_\_\_  
*Date*

**Auditor Certification**

Final Stack Temperature \_\_\_\_\_ Draft \_\_\_\_\_ CO \_\_\_\_\_ Ppm O<sub>2</sub> \_\_\_\_\_

Temperature Rise \_\_\_\_\_ Call Back Required ☐ Yes ☐ No

*I certify that the work specified above has been completed by the contractor.*

\_\_\_\_\_  
*Signature of Auditor/Inspector*

\_\_\_\_\_  
*Date*

## Work Order and Procedure for Oil Furnace Clean & Tune

Home Owner Name: _____	Agency Name: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Phone No. _____	Phone No. _____
Job No. _____	Date Work Order Sent: _____
Auditor/Inspector Name: _____	

\_\_\_\_\_ is hereby authorized to complete a clean and tune as prescribed below. Submit completed work order and invoice by \_\_\_\_\_ to receive payment.

### I. CLEAN

#### A. Combustion Area

Auditor	Contractor	N/A	
_____	_____	_____	1. Brush down all dirt, soot, and rust from heat exchanger sections.
_____	_____	_____	2. Brush down and vacuum all flue passageways within the furnace.
_____	_____	_____	3. Remove burner assembly; clean and align ignition electrodes.
_____	_____	_____	4. Clean blast tube and flame head.
_____	_____	_____	5. <u>Replace nozzle</u> with same size or lower size if derating is possible or desirable.
_____	_____	_____	6. Brush down and vacuum remainder of combustion chamber so that it is free of dirt, soot and loose rust.
_____	_____	_____	7. <u>Replace oil line filter cartridge.</u>

#### B. Flue

_____	_____	_____	8. Inspect flue pipe from furnace to chimney for rust, weak spots, and leaks.
_____	_____	_____	9. Clean and vacuum flue pipe and reinstall in a secure manner. (Seal around flue/chimney connection if necessary.)
			10. Clean and check barometric damper for proper operation.

#### C. Air Handling/Distribution

_____	_____	_____	11. Clean and vacuum heat exchanger if accessible.
_____	_____	_____	12. Remove blower assembly to clean and remove any dirt, grease, and foreign matter. Clean and vacuum return air cabinet.
_____	_____	_____	13. Clean and vacuum all supply/return registers and immediate duct openings.
_____	_____	_____	14. Inspect air filter, <u>replace air filter(s) if necessary</u> . If permanent type, clean as per manufacturer's recommendation. SIZE: _____ x _____ x _____
_____	_____	_____	15. Clean air conditioning coil, where applicable.

### II. Tune

#### A. Combustion

_____	_____	_____	16. Seal all joints, cracks and openings that would allow air to infiltrate into the combustion area of the furnace.
_____	_____	_____	17. Adjust barometric damper so that a reading of .02-.04" W.C. at the breech is obtained.
_____	_____	_____	18. Adjust primary air shutter to obtain highest CO2 in the flue (before barometric damper) with a smoke of 0 to 2 while still maintaining a steady flame. (0.1 on flame retention burners.)

Auditor Contractor N/A

- \_\_\_\_ 19. Measure amperage of primary control and set thermostat heat anticipator to match.
- \_\_\_\_ 20. Level thermostat, if necessary, calibrate thermostat and thermostat thermometer to within 1 degree at 72 degree setting.

*B. Air Handling/Distribution*

- \_\_\_\_ 21. Check blower and motor bearings, lubricate as needed.
- \_\_\_\_ 22. Check belt condition and adjust for proper tension, replace if worn or cracked.
- \_\_\_\_ 23. If stack temperature is above 550 degrees, increase blower speed to deliver more heat and lower stack temperature.
- \_\_\_\_ 24. Stack temperature should not be lower than 250 degrees. If so, decrease blower speed or adjust blower to obtain greatest temperature rise at the supply plenum. NOTE: This may not work on all furnaces.
- \_\_\_\_ 25. Set fan switch (if possible) so that blower comes on a 120 degrees and goes off at 100 degrees. Set limit no higher than 200 degrees if limit is adjustable.
- \_\_\_\_ 26. Test fan and limit control for proper operation.
- \_\_\_\_ 27. Balance supply distribution for homeowner's comfort, where applicable.

**Comments:**

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**Contractor Certification**

Final Stack Temperature \_\_\_\_\_ Draft \_\_\_\_\_ CO \_\_\_\_\_ Ppm \_\_\_\_\_ Smoke No. \_\_\_\_\_

*I certify that the work specified above has been completed and that all requirements have been met.*

\_\_\_\_\_  
*Signature of Contractor*

\_\_\_\_\_  
*Date*

**Auditor Certification**

Final Stack Temperature \_\_\_\_\_ Draft \_\_\_\_\_ CO \_\_\_\_\_ Ppm \_\_\_\_\_ O<sub>2</sub> \_\_\_\_\_  
Smoke No. \_\_\_\_\_ Call Back Required ☐ Yes ☐ No

*I certify that the work specified above has been completed by the contractor.*

\_\_\_\_\_  
*Signature of Auditor/Inspector*

\_\_\_\_\_  
*Date*

# Sample RFQ Form

## Form D – Furnace or Space Heater Replacement

<b>REQUEST FOR QUOTATION</b>	<b>RFQ No.</b> _____	<b>Target Date</b> _____	
<b>Requester:</b>	<b>Date:</b> _____	<b>Time:</b> _____	<b>p.m.</b>
	<b>Page:</b> _____ <b>of</b> _____	<b>Date:</b> _____	
<b>Received From:</b>	<b>Telephone No.</b> _____		
	<b>Delivery To (F.O.B. Destination):</b> (Client Home)		
<b>Instructions</b>			
<p>Upon receipt, the Respondent should submit a quotation in the manner as indicated below. The target date/time specified above is the time by which a quotation is needed. The requestor may assume that the Respondent is not submitting a quotation if a response is not received by the target date/time.</p> <p style="text-align: center;"> <input type="checkbox"/> Telephone Quotation Requested         <span style="margin-left: 200px;"><input type="checkbox"/> Return Mail Quotation</span> </p>			
<b>Description</b>	<b>Est. Qty</b>	<b>Material Cost</b>	<b>Labor Cost</b>
<b>Replacement Furnace / Vented Space Heater</b> (Circle One)			
Brand: _____ Model # _____			
Rated Btu Output: _____ KBtu AFUE % _____			
Include: (Agency to list other items associated with replacement.)			
_____			
_____			
<b>Total Quotation</b>			<b>\$</b> _____
<b>Existing Furnace / Vented Space Heater (circle one)</b>			
Brand: _____ Model # _____			
Rated Btu Output: _____ KBtu AFUE % _____			
Note:			
<p>This RFQ can be used for either a furnace or space heater replacement. However, an existing furnace should be replaced with a furnace and a space heater should be replaced with a space heater unless otherwise approved.</p>			
<p>The Respondent hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon either the receipt of an authorized Purchase Order from the Agency or when this document is countersigned by the Agency as a binding Contract. The Respondent further agrees that the language of this document shall govern in the event of a conflict with His or Her quotation.</p>			
Company Name: _____		Date: _____	
Authorized Signature: _____		Title: _____	
Phone No. _____		Federal ID or Social Security No. _____	
Notice of Award (Agency Use Only)		Contract No. C	
Signature of Buyer: _____		Date: _____	
Director of Purchasing: _____		Date: _____	

## **Request For Quotation Guidance (Furnace or Space Heater)**

### **Table of Contents**

Part I	.....	General Information
Part II	.....	Instructions to Respondents
Part III	.....	Technical Specifications
Part IV	.....	Specific Requirements
Part V	.....	Contractual Requirements
Form E	.....	Request for Sale Source/Sole Response Approval for Commodities
Form F	.....	Request for Sole Source/Sole Response Approval for Services
Form G	.....	Bid Tabulation Form
Form H	.....	Telephone Bid
Form I	.....	RFQ or IFB Amendment Form
Form J	.....	Building Insulation Product Containing Recovered Materials

### **Part I: General Information**

- A. This quotation is for furnace/space heater replacement work. Quoted prices must be based on COMPLETE installation of the furnace/space heater and necessary components. All work must be performed to engineering standards.
- B. The Contractor shall:
1. Obtain and install new material needed to complete the designated furnace/space heater replacement, in compliance with the Technical Specifications section.
  2. Complete this service within \_\_\_\_\_ days from the date of issuance of the work order by the Agency.
  3. Request final inspection of work by returning the completed work order and invoice within \_\_\_\_\_ calendar days of completion of the work; should, upon final inspection, the Agency find improperly completed work, the Contractor must correct the deficiencies within \_\_\_\_\_ working days ( \_\_\_\_\_ day(s) during severely cold weather) from the date of issuance of the rework order.
  4. Keep the work area as clean and safe as possible with minimum disturbance to the client, and sweep the area upon completion of the work (includes removal of all debris, parts and unit unless otherwise specified by the Agency).
  5. Inform the Agency when the work cannot be performed as indicated, when the homeowner refuses the work, or the service called for does not match the actual job site.
- C. Credit for completed work shall be provided when all work (including rework) for the job has passed final inspection by the Agency. Payment for completed work, passing Agency inspection, shall be provided within \_\_\_\_\_ days.
- D. Only the work specified by the Agency shall be performed by the Contractor. If additional work is needed, the Contractor must receive Agency approval before proceeding. No additional work will be paid for without prior authorization by the Agency.
- E. A contract to perform the services specified in this Request For Quotation shall be awarded to the lowest-priced responsible Respondent capable of performing the work satisfactorily.
- F. The Missouri Weatherization Program is funded \_\_\_\_\_% by federal funds. The total amount of weatherization program funds granted to \_\_\_\_\_ during the current program year is \$\_\_\_\_\_.

## Part II: Instructions to Respondents

NOTE: It is very important to follow these instructions carefully.

- A. The Respondent fill out the material, labor and total columns on page 1 and sign page 1 of this RFQ.
- B. If submitted as a written quotation, this RFQ must be submitted in a clearly marked, sealed envelope.
- C. The RFQ must be completed in handwritten or typewritten indelible ink.
- D. All signatures and prices must be clear and legible.
- E. Modifications to this RFQ by the Respondent are not allowed.
- F. All prices must be stated as firm fixed prices. Discounts are not allowed.
- G. A pre-quotation conference will be held:

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All prospective Respondents are urged to attend.

- H. The deadline for RFQ submission is: \_\_\_\_\_

at:

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- I. The winning Respondents shall have 5 working days from the date of final award announcement to submit to the Agency:
  - 7. A copy of a current business permit or occupational license (where applicable).
  - 8. Certificates of general liability insurance.
  - 9. Certificates of Workmen's Compensation insurance (when needed).
  - 10. Proof of OSHA training its employees have received during the most recent 12 months or planned training for the upcoming 12 months.

The Agency reserves the right to accept or reject any or all RFQs and to disqualify any Respondent.

### Part III: Technical Specifications

#### Material Standards:

##### Replacement Furnace or Boiler , Gas-fired:

Replace gas fired, central furnaces: conformance to NFPA 54-2006 (or the latest version).

Minimum AFUE Rating for mid-efficiency gas-fired central furnaces: 78%.

Minimum AFUE Rating for high-efficiency central furnaces: 90%.

Minimum AFUE Rating for mobile home furnaces: 75%.

AGA design certified and carry AGA seal.

Replacement boiler must conform to the 2007 ASME Pressure Vessel Code (or the latest version).

Liquid Petroleum Gas Storage: conformance to NFPA 58-2008 (or the latest version).

Electric or hot surface ignition systems are allowable with a replacement furnace or boiler.

##### Replacement Furnace or Boiler, Oil-fired:

Replace oil furnace: conformance to NFPA 31-2006 (or the latest version).

Replace boiler: conformance to the 2007 ASME Pressure Vessel Code (or the latest version).

Minimum AFUE for oil-fired boiler: 80%.

##### Replacement Space Heater, Gas-fired (includes all vented floor-, wall, and room-type space heaters)

Replace gas-fired space heater: conform to NFPA 54 – 2006 (or the latest version).

AGA design certified and carry AGA seal.

Liquid Petroleum Storage: conformance to NFPA 58-2008 (or the latest version).

Minimum AFUE for gas-fired space heaters (vented equipment):

Type	Btu/hr Input	Minimum AFUE		Type	Btu /hr Input	Minimum AFUE
Wall Furnace with fan	<42,000	73%		Floor Furnace	<37,000	56%
	>42,000	74%			>37,000	57%
Gravity Type	<10,000	59%		Room Heaters	<18,000	57%
	>10,000 – 12,000	60%			>18,000 – 20,000	58%
	>12,000 – 15,000	61%			>20,000 – 27,000	63%
	>15,000 – 19,000	62%			>27,000 – 46,000	64%
	>19,000 – 46,000	64%			>46,000	65%
	>46,000	65%				



## **Replacement/Installation/Operational Specifications:**

### Replacement furnace/space heater must:

Meet AFUE requirements listed above.

Be of the same fuel type as the unit being replaced.

Have return air filtration system on forced-air systems (excludes wall furnaces, floor furnaces and vented space heaters).

Be sized appropriate to the dwelling and/or existing distribution system. Document through Manual J or Manufacturer's sizing guide.

### Flue Requirements

The flue of the unit is to be sized according to manufacturer's specifications and installed correctly. Refer to GAMA or NFPA Venting Tables.

Replacement includes any sheet metal, piping, wiring, flue pipe, draft regulators or barometric dampers and any controls necessary to complete the replacement.

Contractors must assure proper operating of newly installed units by starting and running the system through one full cycle and verifying proper operation of all controls and components.

All work performed by the Contractor must be to manufacturer's specification, industry standards and accepted practices.

#### **Part IV: Specific Requirements**

- A. The Contractor shall maintain Comprehensive General Liability Insurance at a minimum of \$300,000 Combined Single Limit for Bodily Injury and Property Damage, per occurrence and aggregate. There shall be no deductible clause on any policy of the insurance provided. This Comprehensive General Liability coverage must include: premises and operations, broad form property damage, products/completed operation, contractual insurance, independent contractors, and personal injury.

The Contractor shall maintain Workmen's Compensation Coverage as required by law.

Certification of coverage must be provided to the Agency prior to the commencement of any work under this contract. Certification shall include documentation that the coverage shall remain in force during the duration of this contract.

- B. The Contractor shall indemnify and hold harmless the Client, Agency and State, including employees and officers, from any and all actions claims, losses and liabilities which may be made against the Agency or State as a result, directly or indirectly, of the performance of this contract. The Agency shall assist the Contractor as may reasonably be necessary. Insurance coverage as specified herein shall be provided in support of these indemnification requirements but shall not release the Contractor from these responsibilities.
- C. The Contractor hereby releases the Agency and recipient of services from all actions, claims and expenses related to the work performed pursuant to this contract.
- D. The Contractor shall comply with RSMo. 34.350 et.al. (Missouri Products Preference), RSMo. 643 (Clean Air Statutes) and RSMo. 701.102-701.127 (Codes and Standards: Asbestos Removal).
- E. The Contractor shall comply with the National Fuel Gas Code for all work and materials performed on gas systems and, where applicable, all local/city codes, regulations and standards. The final inspection report of the Agency shall not be deemed to be a warranty or representation that all such regulations and standards have been complied with by the contractor.
- F. The Contractor shall notify the Agency of any unsafe or dangerous conditions concerning the heating system being serviced. The existence of these conditions or problems may have been undetectable or overlooked by the Agency auditor.
- G. The Contractor shall furnish items and services at the prices quoted herein, in accordance with the specifications and the terms and conditions listed on each work order, this document, and mutually approved amendments.
- H. The Contractor agrees to notify the Agency in writing immediately of changes in his availability or ability to successfully complete the work specified herein. The Contractor shall be held fully accountable for all work prior to notification of the Agency.
- I. The Contractor warrants that all materials and components installed in performance of this contract shall be free of defect in materials and workmanship for the same time provided by

the manufacturer. Should any material prove defective within this time period, the Contractor agrees to replace the defective materials/components with new, non-defective materials at no cost to the Agency or the client within working \_\_\_\_days of notification (within \_\_\_\_day(s) in extremely cold weather). Warranty documents and all pertinent information shall be given to the client by the contractor upon completion of the installation.

- J. The RFQ may be invalidated by the Agency and/or the State of Missouri, Department of Natural Resources' Energy Center.
- K. In the event of a sole source response, the Agency reserves the right to negotiate prices with the Respondent.
- L. The Agency reserves the right to accept and reject any RFQ and to disqualify any Respondent.
- M. The Agency reserves the right to terminate the RFQ process without recourse by the Respondent and to resubmit RFQ's, as necessary, prior to award.

## **Part V: Contractual Requirements**

- A. The contractor assures compliance with Executive Order 11246 “Equal Employment Opportunity,” as amended by Executive Order 11375 and supplemented by Department of Labor regulations (41 CFR, Part 60).
- B. The Contractor assures compliance with Copeland “Anti-Kickback” Act (18 USC 87) and 29 CFR, Part 3.
- C. No interest shall be paid from DNR funds for any reason.
- D. The activities of the Contractor's staff and associates shall be fully coordinated with the activities of the Agency. As the work of the Contractor's staff and associates progresses, advice on matters of immediate concern to the Agency and related to the specific scope of work covered by the contract, shall be made available to the Agency during the period of the contract.
- E. The Contractor shall not assign any interest in the contract and shall not transfer any interest, whatsoever, in the same (whether by assignment or novation/substitution), without the written consent of the Agency.
- F. The contract shall be construed according to the laws of the State of Missouri.
- G. No official or employee of the Agency, or official or employee of the Contractor or its governing body, or any public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or in the fulfillment of the obligations of the terms and conditions of contract shall, prior to the completion of the term of contract, voluntarily acquire any personal interest, direct or indirect, in the contract, proposed contractor or contract subject.
- H. The Contractor covenants that he has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the specified services. The Contractor further covenants that in the performance of this contract, no person having any such known interest shall be employed.
- I. The Contractor agrees that the Agency and/or clients of the Agency shall not be liable for the debts of the Contractor or any other firm or organization affiliated with the Contractor in the fulfillment of the terms of this contract.
- J. This contract shall be amended only in writing, The amendment shall become binding when signed and dated by both parties.
- K. It is the Contractor's responsibility to fulfill all obligations under this contract. The Contractor shall subcontract for labor and or materials only with the advanced expressed written consent of the Agency and DNR/EC. Approval to subcontract shall in no way release the Contractor of his/her responsibility to fulfill his/her obligations under this contract.

- L. The State of Missouri, Department of Natural Resources' Energy Center Weatherization Assistance Program is not a party to this RFQ or contract and shall be held harmless in any dispute arising from this RFQ or contract.
- M. The Contractor agrees that all work shall be performed in strict compliance with all applicable laws, ordinances, OSHA guidelines, rules and regulations of Federal, State, County or Municipal governments or agencies, now in force or that may be enacted hereafter. The final inspection report of the Agency shall not be deemed to be a warranty or representation that all such laws, ordinances, rules and regulations have been complied with by the Contractor.
- N. In the event that the Contractor fails to perform satisfactory work in compliance with the terms of this contract, after receiving written notification/warning from the Agency, this contract shall be terminated. Termination shall result from:
  - 1. Conviction of a criminal offense.
  - 2. Unjustifiable failure to perform the terms of this contract, provided that failure to perform was not a result of acts beyond the control of the Contractor.
  - 3. Failure to perform satisfactorily, which results in 3 rework orders. (Rework, in this situation, is defined as unacceptable service due entirely to the performance of the Contractor).
  - 4. Failure to complete work and submit completed work order/invoice within the specified time period.
  - 5. \_\_\_\_\_ or more valid client complaints (validity determined by the Agency).
  - 6. Failure to perform work to meet the National Fuel Gas Code (NFPA 54) or the National Oil Code (NFPA 31), manufacturers' specifications and, where applicable, local and city codes.
  - 7. Failure to maintain required insurance coverage.
- O. Under no circumstances will any lien ever be placed on any client home.
- P. The Contractor shall retain records relating to this contract for three years after final payment is made under the contract. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved, or until the end of the three-year period, whichever is later. The Department of Energy, Comptroller General of the United States, the Missouri Department of Natural Resources' Energy Center and the Agency or any of their authorized representatives shall have access to contractor records.
- Q. Termination of this contract shall result in the Contractor being disbarred from doing further business with the Agency and bidding on future contracts for a period of two years.

## Form E – Sole Source for Commodities

**Weatherization Program**  
**Request For Sole Source/Sole Response Approval For Commodities**

Agency \_\_\_\_\_ Date \_\_\_\_\_ Program Year \_\_\_\_\_

Item Description \_\_\_\_\_

Has Agency Attempted to Rebid? \_\_\_\_\_

Quantity: Estimated\* \_\_\_\_\_ Actual \_\_\_\_\_

(If estimated, state basis) \_\_\_\_\_

Bid Price (Total) \_\_\_\_\_ Bid Price Per Item: \_\_\_\_\_

Contract Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Vendors Receiving Bid: (Attach list as necessary)

Vendors Responding: (Attach list as necessary)

Agency Comparisons			
Agency	Manufacturer	Unit Price	Contract Period
Retail Comparisons			
Retailer	Manufacturer	Unit Price	Price Effective

Form F – Sole Source for Services

**Weatherization Program  
Request For Sole Source/Sole Response Approval For Services**

Agency \_\_\_\_\_ Date \_\_\_\_\_ Program Year \_\_\_\_\_

Indicate Type of Service:

☐ Insulation

☐ Infiltration

☐ Heating System Work

Has Agency Attempted to Rebid? \_\_\_\_\_

Bid Price (Total) \$ \_\_\_\_\_

Estimated Number of Homes on this Bid Document: \_\_\_\_\_

Contract Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Number of Contractors on Bid List: \_\_\_\_\_

Contractors Receiving Bid: (Attach list as necessary)

\_\_\_\_\_

\_\_\_\_\_

Contractors Responding: (Attach list as necessary)

\_\_\_\_\_

\_\_\_\_\_

List Any Contractors disqualified and give reason:

\_\_\_\_\_

\_\_\_\_\_

Attach: Copy of The Bidder's Pricing Pages

Any additional information which supports this request.

\_\_\_\_\_

**Agency's Prior Year Price Comparison**

Winning Contractor: \_\_\_\_\_

Estimated Number of Homes Listed in Prior Year Bid Document: \_\_\_\_\_

Total Contract Price: \$ \_\_\_\_\_

Contract Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Form G – Bid Tabulation

**Bid Tabulation Form**

Bid Description: \_\_\_\_\_ Bid Opening Date: \_\_\_\_\_

\_\_\_\_\_ Bid Number: \_\_\_\_\_

Bid Results						
Bidders						

Agency Name: \_\_\_\_\_

Signatures of Agency Personnel Present at Bid Opening:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Form H – Telephone Bid

<b>Telephone Bid Record</b>		Page of	Requisition No. / Purchase No.	
<b>Bidder No. 1</b>				
Company		Vendor No.		
Person Contacted		Telephone No.	Bid Type <input type="checkbox"/> Phone <input type="checkbox"/> Written <input type="checkbox"/> Verbal	
<b>Item No.</b>	<b>Bidders Brand or Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Item Total</b>
F.O.B		Delivery		Bid Total
<b>Bidder No. 2</b>				
Company		Vendor No.		
Person Contacted		Telephone No.	Bid Type <input type="checkbox"/> Phone <input type="checkbox"/> Written <input type="checkbox"/> Verbal	
<b>Item No.</b>	<b>Bidders Brand or Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Item Total</b>
F.O.B		Delivery		Bid Total
<b>Bidder No. 3</b>				
Company		Vendor No.		
Person Contacted		Telephone No.	Bid Type <input type="checkbox"/> Phone <input type="checkbox"/> Written <input type="checkbox"/> Verbal	
<b>Item No.</b>	<b>Bidders Brand or Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Item Total</b>
F.O.B		Delivery		Bid Total
<b>I hereby certify that the bid(s) indicated above are correct as stated and that I have not revealed a bidder's bid to any other bidder or person.</b>				
Purchaser Signature		Department / Agency		Date

RFQ or IFB Amendment Form

Agency Name: \_\_\_\_\_

Amendment to Weatherization Contract # \_\_\_\_\_

Item & Description	Estimated Qty	Material Cost	Labor Cost	Total

Effective Date of the Amendment: \_\_\_\_\_

Agency:

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Name & Title (Print or Type)

Contractor or Vendor:

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Name & Title (Print or Type)

Form J – Recovered Material

**Building Insulation Product Containing Recovered Materials  
Annual Review and Monitoring**

**Agency:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Program Year:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Building Insulation Product Containing Recovered Material:**

**Quantity Purchased:** \_\_\_\_\_

**Dollar Amount:** \_\_\_\_\_

**Total Building Insulation Materials: (Including those containing recycled products)**

**Quantity Purchased:** \_\_\_\_\_

**Dollar Amount:** \_\_\_\_\_

**Effectiveness of the Promotion Program:**

**Methods of Promotion Utilized:** \_\_\_\_\_

\_\_\_\_\_  
**Assess the Effectiveness of Utilized Method:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Assessment of the Affirmative Procurement Program:**

**Barriers to Purchasing Insulation With Recovered Content:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Other Comments:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Please complete this form at the end of the program year and retain in the Agency's files for documentation.**

